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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: May 6, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

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

Resolution No. R-478-08

Subject: Lease Agreement and Assignment of Lease Agreement at Northside Shopping Center, 7900 N.W. 27 Avenue, Suites C-9, AB and E6-7, Miami on behalf of the State of Florida, Department of Health, Miami-Dade County Health Department
Property # 3109-00-00

RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing execution of a Lease Agreement and Assignment of Lease Agreement at Northside Shopping Center, 7900 N.W. 27 Avenue, Suites C-9, AB and E6-7, Miami with 7900 N.W. Avenue LLC, a Delaware Limited Liability Corporation, for space to be occupied by the State of Florida Department of Health, Miami-Dade County Health Department. The attached Lease Agreement and Assignment of Lease Agreement has been prepared by the General Services Administration at the request of the State of Florida Department of Health.

PROPERTY:	Northside Shopping Center, 7900 N.W. 27 Avenue, Suites C-9, AB and E6-7, Miami
COMMISSION DISTRICT:	2
COMMISSION DISTRICTS IMPACTED:	Countywide
OWNER:	7900 N.W. Avenue LLC, a Delaware Limited Liability Corporation
COMPANY PRINCIPALS:	Richmond McCoy - President and C.E.O. Bill Holy - Vice President of Asset Management
OWNER'S TRACK RECORD:	The County has no record of negative performance issues with 7900 N.W. Avenue LLC.
USE:	15,911 rentable square feet of air-conditioned medical and administrative offices together with off-street parking.
JUSTIFICATION:	The State of Florida Department of Health, Miami-Dade County Health Department, has a need to continue utilizing this facility to provide medical services to the citizens in the surrounding community. They have operated at this facility for the past twenty-six years.

LEASE TERM: Five years with one additional five-year renewal option period.

EFFECTIVE DATES: Commencing upon approval of the Board, acceptance of leased space and terminating five years thereafter.

RENTAL RATE: Annual base rent for the first lease year of the initial term is $222,753.96, which is equal to $14.00 per square foot. The annual base rent for the second and third lease year shall increase by $1.00 per square foot each year, the fourth and fifth years of the initial lease term, as well as the renewal option period, will increase by three percent (3%) each year over the prior year's base rent.

FINANCIAL IMPACT: No County funds will be utilized. The total financial impact for the first lease year is estimated to be $262,054.13, which is comprised of the following:

First Year Occupancy Cost:

	Total Dollars	PSF
Annual Rent	$222,753.96	$14.00
Janitorial Services	$ 30,390.01	$ 1.91
Total Base Rent	$253,143.97	$15.91
Management Fee (4%)	$ 8,910.16	
Total Cost, first year:	$262,054.13	

LEASE CONDITIONS: Landlord is responsible for water, waste disposal services, electricity service, all tenant improvements, exterior of the building, plumbing and electrical lines, air-conditioning equipment, exterminating services, security services for grounds and parking areas, fire equipment, roof and roof leaks, all common areas, parking lot, and landscaping. The Tenant shall be responsible for the interior janitorial and custodial services.

CANCELLATION PROVISION: The County may cancel the lease by giving Landlord 90 days prior written notice.

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

CURRENT LEASE: The current lease was approved by the Board on January 23, 1997 by Resolution No. R-73-97. The lease commenced on March 1, 1997 for three years with three additional two-year renewal option periods. On August 16, 2006, the State of Florida, Department of Health retroactively approved a Lease Modification to extend the lease term from March 1, 2006 to September 30, 2007. The current annual rental amount is $144,971.52 or $9.11 per square foot. The lease contains a "holdover" provision which allows the State to continue occupying the space on a month-to-month basis until the new lease is approved by the Board of County Commissioners. Negotiations with the Landlord, and a change in the department's requirements created delays in the finalization of the new lease.

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 Florida Department of Health.

OTHER PROPERTIES EVALUATED: 7270 N.W. 12 Street, Miami - $20.00 per square foot plus utilities and Common Area Maintenance (CAM) charges. Limited parking.

7300 Corporate Center Drive, Miami - $20.00 per square foot plus utilities and operating expenses. Limited parking.

2300 N.W. 89 Place, Miami - $15.00 per square foot, Triple Net.

MONITOR: Linda Weber, Real Estate Officer

DELEGATED AUTHORITY: Authorizes the County Mayor or his designee to execute the lease agreement with 7900 N.W. Avenue LLC., a Delaware Limited Liability Corporation, exercise the cancellation provision and exercise the one additional five-year renewal option period.

Director
General Services Administration

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: May 6, 2008

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

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

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)(A)
5-6-08

RESOLUTION NO. **R-478-08**

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AND ASSIGNMENT OF LEASE AGREEMENT AT NORTHSIDE SHOPPING CENTER, 7900 N.W. 27 AVENUE, SUITES C-9, AB AND E6-7, MIAMI WITH 7900 N.W. AVENUE LLC, A DELAWARE LIMITED LIABILITY CORPORATION FOR PREMISES TO BE UTILIZED BY THE STATE OF FLORIDA DEPARTMENT OF HEALTH, MIAMI-DADE COUNTY HEALTH DEPARTMENT FOR ITS MEDICAL AND ADMINISTRATIVE OFFICES; AND AUTHORIZING THE COUNTY 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,

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 7900 N.W. Avenue LLC, a Delaware Corporation, for premises to be utilized by the State of Florida Department of Health, Miami-Dade County Health Department, for its medical and administrative offices, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or his designee to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner **Carlos A. Gimenez**, who moved its adoption. The motion was seconded by Commissioner **Jose "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman **aye**
Barbara J. Jordan, Vice-Chairwoman **aye**

Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Joe A. Martinez	**aye**	Dennis C. Moss	**aye**
Dorrin D. Rolle	**aye**	Natacha Seijas	**aye**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of May, 2008. 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: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo

LEASE AGREEMENT

THIS AGREEMENT made on the 15th day of January, 2008 by and between 7900 N.W. AVENUE, LLC, a Delaware 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 15,911 rentable square feet of air-conditioned and heated office space, located at Northside Shopping Center, 7900 N.W. 27 Avenue, Suites C-9, AB and E6-7, Miami including open parking in common with other tenants.

The Building's square footage is 15,911 rentable square feet, of which 15,911 square feet of usable square feet is to be occupied by TENANT as the Demised Premises. The ratio of rentable square footage to usable square footage in the Building is presently zero percent (0%) (the "Factor"), which results in a rentable square footage in the Premises of 15,911.

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.

Property # 3109-00-00

The calculation of the Rentable areas of the Premises and the Building shall be adjusted from time to time to reflect any structural change or change in the amount of the common areas of the building, or any change in use or function of any part of the Building. The Landlord shall furnish to Tenant notice of such recalculations as soon as they occur. The methodology of dispute resolution set forth above shall be applicable to any rentable areas of the respective premises and Building and the Factor.

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) the acceptance of leased space by TENANT, following the completion of alterations by LANDLORD, if any, which shall not be unreasonably withheld or delayed (the "Commencement Date"), and terminating five (5) years thereafter for an annual base rent of Two Hundred Twenty Two Thousand Seven Hundred Fifty Three Dollars and 96/100 ($222,753.96), payable in equal monthly installments of Eighteen Thousand Five Hundred Sixty Two Dollars and 83/100 ($18,562.83) for the first year of the initial lease term. TENANT agrees to pay LANDLORD rent, payable on the twenty-third day of every month at 149 W. Plaza # 234, P.O. Box 532758, Miami, Florida 33147 or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein. The annual base rent for the second and third years of the initial lease term shall increase one dollar ($1.00) per square foot each year. The annual base rent for the fourth and fifth years of the initial lease term and any renewal option years thereafter shall increase each year by three percent (3%) per year over the prior year's base rent.

Initial Term	Rate Per Square Foot	Annual Rent	Monthly Rent
Year 1	$14.00	$222,753.96	$18,562.83
Year 2	$15.00	$238,665.00	$19,888.75
Year 3	$16.00	$254,576.04	$21,214.67
Year 4	$16.48	$262,213.32	$21,851.11
Year 5	$16.97	$270,009.60	$22,500.80

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 providing medical services to the citizens in the surrounding community and administrative offices 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

LANDLORD, during the term hereof, 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;
Trash and refuse disposal;
Halls, stairways, elevators, and lavatories;
Air-conditioning and heating equipment;

Roof and roof leaks;
Windows, doors, and frames;
Exterminating Services;
Custodial Care of parking areas;
Security Services for grounds and parking areas;
All structural elements of the building;
All common areas;
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 maintenance, trash disposal and services as described above.

Upon the failure of LANDLORD to effect repairs or perform the above-stated services pursuant to this Lease Agreement after five (5) days' written notification to do so by TENANT, TENANT may cause the repairs to be made and deduct their cost from the rental payments due and to become due until in each instance TENANT has fully recovered such costs in accordance with audited costs of repair furnished by TENANT to LANDLORD. In the event of an emergency, TENANT after proper notification to the LANDLORD and failure of the LANDLORD to take immediate action, may perform repairs that are the LANDLORD's responsibility and receive a credit against rental payments or a cash reimbursement from LANDLORD for the actual costs thereof. During the term of this 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
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 hereof. 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 VI
DESTRUCTION OF DEMISED PREMISES

In the event the Demised Premises or any portion thereof should be destroyed or so damaged by fire, windstorm, or other casualty, either party may cancel this 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 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 Demised Premises. LANDLORD agrees that TENANT may, at TENANT's expense, make such changes to the Demised Premises or the access thereto as may be required by TENANT to accommodate disabled individuals or to provide program accessibility in connection with any such change in TENANT's programs or work force.

ARTICLE VIII
NO LIABILITY FOR PERSONAL PROPERTY

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

ARTICLE IX
SIGNS

Interior and/or exterior signs will be of the design and form of letter to be first approved by LANDLORD, the cost of painting to be paid by TENANT. All signs shall be removed by TENANT at termination of this 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 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 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 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 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 XIV
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 XV
ASSIGNMENT AND CONSENT TO THE STATE OF FLORIDA DEPARTMENT OF HEALTH

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

Except as provided for herein, TENANT shall not assign this Lease Agreement or any part thereof or sublet all or any part of the 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:

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

COURTESY COPY:

Urban America, LP
149 W. Plaza #234
Miami, Florida 33147
Attention: Regional Manager

LANDLORD:

7900 NW Avenue, LLC
c/o Urban America, L.P.
30 Broad Street
31st Floor
New York City, New York 10004
Attention: V.P. of Asset Management

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 complete and prepare the Demised Premises for TENANT's initial occupancy in good, workmanlike, and timely manner.

1. Replace all baseboards throughout the facility.
2. Replace damaged and/or missing acoustical ceiling tiles.
3. Replace missing and/or damaged light fixtures.
4. Clean and/or replace damaged air vents throughout the Demised Premises.
5. Make all necessary repairs in the restrooms to make them operational.
6. Repair or replace the water fountain in the rear of the Demised Premises.
7. Install six sinks in locations indicated on attached floor plan. (See Exhibit "B").

B. LANDLORD shall substantially complete all work and improvements as set forth within sixty (60) calendar days. Improvements to the Demised Premises shall be deemed substantially completed when all work is done, 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. LANDLORD shall complete such Punch-List at its expense at a time mutually convenient to both parties.

C. LANDLORD shall not charge TENANT any construction supervision, management supervision, consultation, or other fees with respect to the construction of the improvements to the Demised Premises. TENANT has the right to inspect the premises during construction, and all work which is reasonably unsatisfactory to TENANT must be corrected or repaired at LANDLORD's expense.

D. LANDLORD, as its own expense, shall re-paint the Demised Premises upon the completion of the initial term of five years of the Lease Agreement. Re-painting is to occur commencing with the first year of the renewal option period.

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 five (5) year renewal option period, upon the same terms and conditions, except that the rental rate will increase by three percent (3%) each year of the renewal period, by giving LANDLORD notice in writing at least ninety (90) 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 by giving LANDLORD at least ninety (90) days' written notice prior to its effective date.

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 premises uniformly, and sufficient with TENANT's use of the Demised Premises.

ARTICLE XXII
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, which shall call for regular maintenance and service to such systems in accordance with industry standards.

ARTICLE XXIII
MAINTENANCE AND JANITORIAL 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 5:00 p.m., the maintenance and janitorial services with respect to the Demised Premises. LANDLORD 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 XXIV
PARKING AND GROUNDS

TENANT shall have the right to use the entire ground areas and parking areas located on the property.

ARTICLE XXV
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 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 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 XXVIII
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 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 XXIX
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 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 XXX
ASSIGMENT 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.

ARTICLE XXXI
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") incorporated herein by reference Exhibit "D". 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 Lease Agreement, LANDLORD agrees to indemnify TENANT for such costs.

ARTICLE XXXII
SET-ASIDE FUNDS

LANDLORD acknowledges that it has irrevocably earmarked and set aside available funds to complete all of LANDLORD'S WORK, to be exclusively used for the performance until completion of LANDLORD'S WORK, and agrees to use the funds to perform, comply with, and abide by all the stipulations, agreements, conditions, and covenants of this Lease Agreement on LANDLORD's part to be performed in order to place TENANT in the exclusive possession of the Demised Premises.

ARTICLE XXXIII
LANDLORD'S RIGHT TO REPAIR

LANDLORD shall have access to all air conditioning and heating equipment and to all other mechanical, electrical, plumbing and utility installations servicing the Building and the Demised Premises upon twenty-four (24) hours prior written notice to TENANT, except in the event of an emergency, in which case such notice shall be reasonable under the circumstances. At the election of TENANT, LANDLORD shall be accompanied by an employee of TENANT, except in the event of an emergency. 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. In the event that, because of the act or negligence of LANDLORD, its employees, agents, or contractors, LANDLORD shall fail to provide, or cause to be provided, to substantially all of the Demised Premises, air conditioning, plumbing (unless LANDLORD shall provide other facilities in the building), any elevator service or electricity for more than two (2) continuous business days, the rent shall equitably abate based on any substantial portion of the Demised Premises affected until the situation is corrected. Notwithstanding anything contrary to the above, any act caused by force majeure is not included herein.

ARTICLE XXXIV
ESTOPPEL CERTIFICATES

LANDLORD and TENANT agree, at any time and from time to time, upon not less than thirty (30) 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 XXXV
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 XXXVI
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 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 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 or 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 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 XXXVII
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 XXXVIII
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 XXXIX
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)

7900 N.W. AVENUE LLC,
a Delaware Limited Liability Corporation

By: 7900 N.W. Avenue MM, LLC,
a Delaware limited liability company
Its managing member

by: URBAN AMERICA, L.P.
a Delaware limited partnership
Its sole member

WITNESS

WITNESS

By: _____
Scott Hall (LANDLORD)
Sr. Vice President of Asset Management
~~Urban America, LP as Agent for 7900 N.W. Avenue LLC~~

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

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

By: _____
Carlos Alvarez (TENANT)
Mayor

EXHIBIT "A"

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.

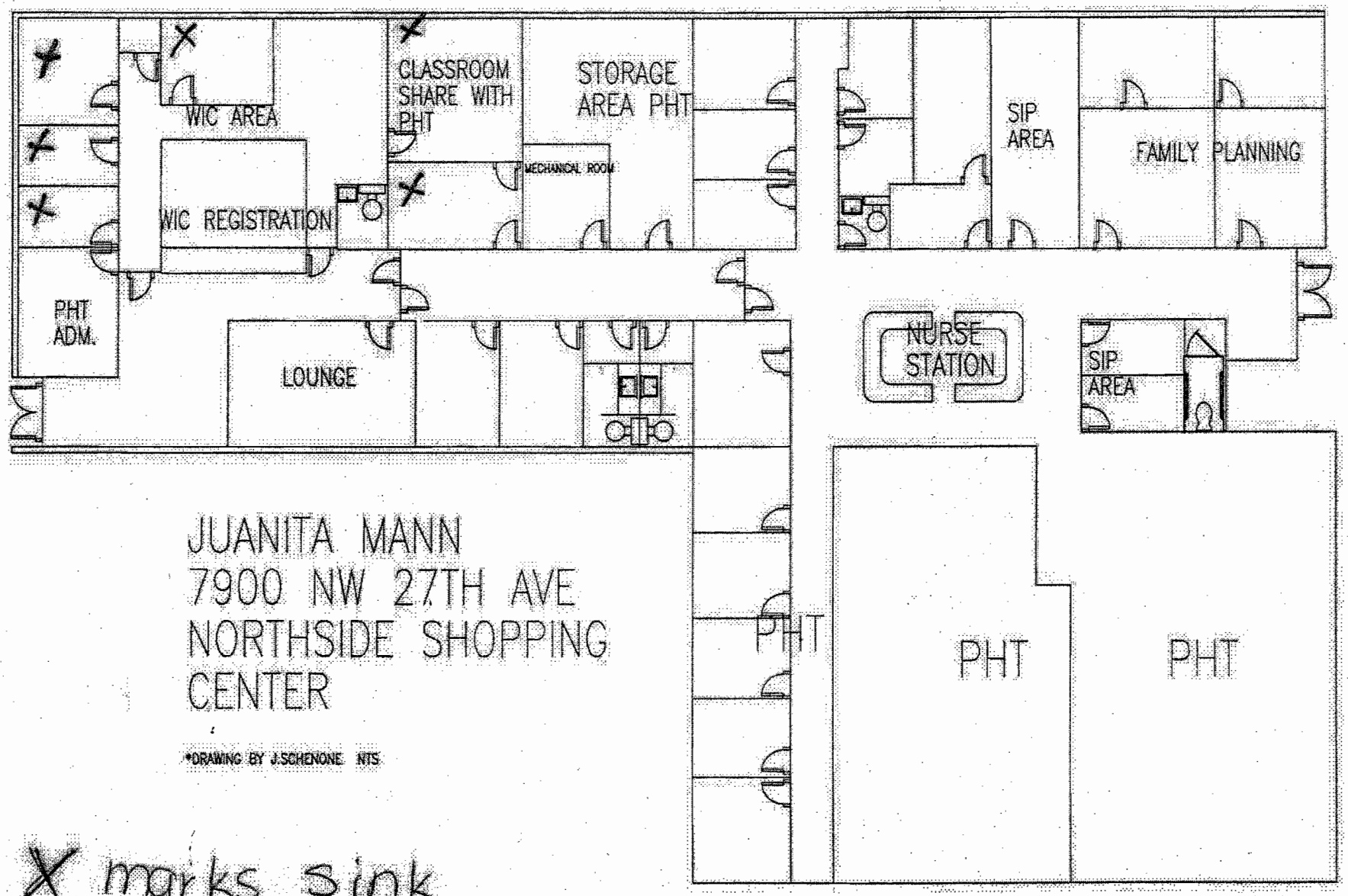
VIII. **BUILDING EXTERIOR**:
   A. Check for water infiltration into walls or above ceilings to prevent mold and mildew - quarterly.

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 "B"

Sink installation locations



X marks sink

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EXHIBIT "C"

NORTHSIDE SHOPPING CENTER

7900 N.W. 27 Avenue
Suites C-9,AB and E-6-7

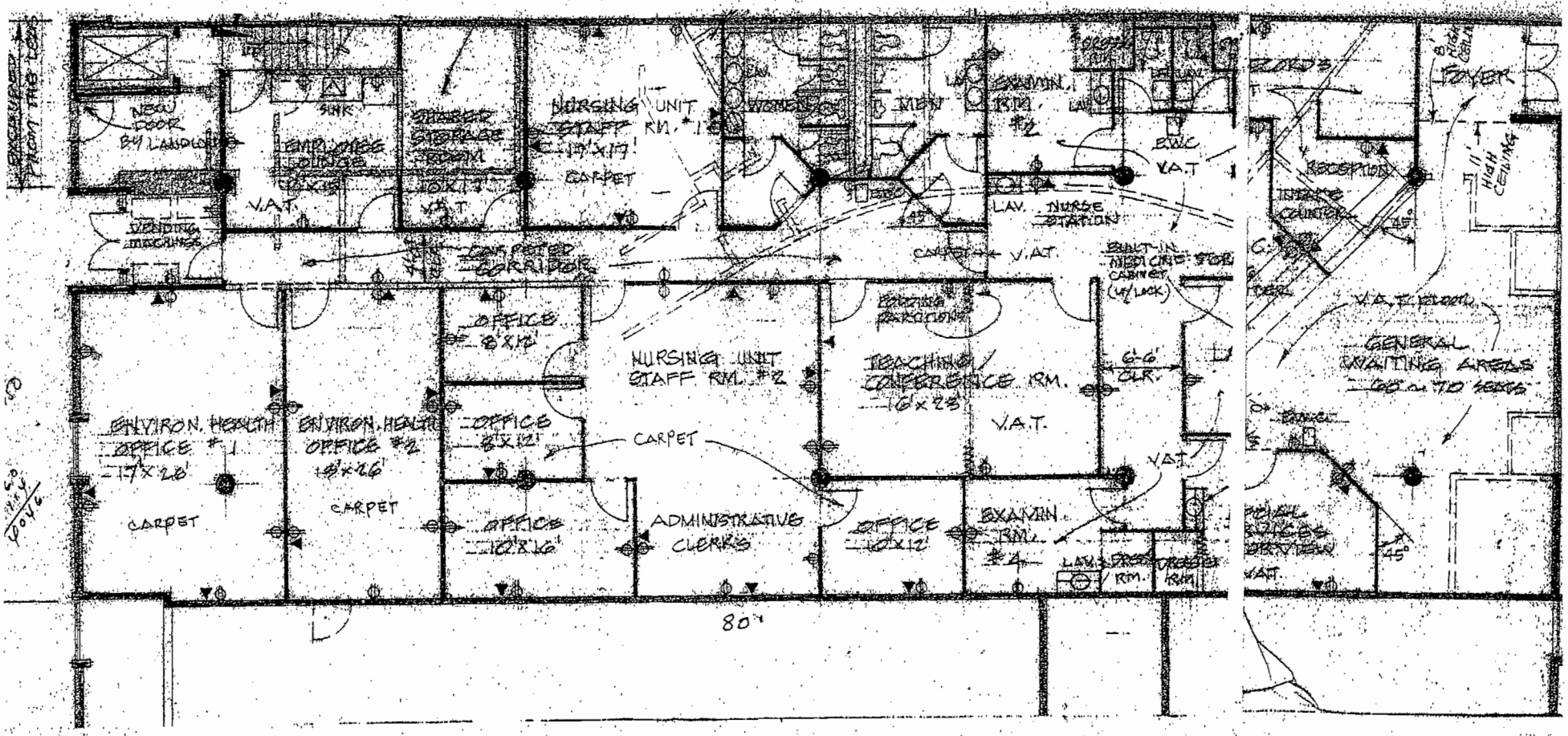

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EXHIBIT "B"

SUBORDINATION, NON-DISTURBANCE & ATTORNMENT AGREEMENT

Date:	September 21, 2007
Lender:	Commercebank, N.A. Real Estate Department 220 Alhambra Circle, - 9th Floor Coral Gables, Florida 33134
Landlord:	7900 N.W. Avenue, LLC c/o Urban America, L.P. 30 Broad Street, 31st Floor New York, NY 10004 Attn: V.P. of Asset Management
Tenant:	Miami-Dade County, Florida Real Estate Section Facilities & Utilities Management Division General Services Administration 111 N.W. First Street Suite 2460 Miami, Florida 33128
Property:	The parcel of land and improvements commonly known as Northside Shopping Center, Miami, Florida and being more particularly described in the Mortgage.
Mortgage:	Mortgage and Security Agreement from Landlord to Lender encumbering the Property dated as of September 27, 2002 and recorded with the Official Records Book (OFF. REC. BK.) in Book 20690, Page 4596, together with any extensions, replacements, amendments, or consolidations thereof, whether of the same principal amount or otherwise.
Leased Premises:	Approximately 15,911 square feet and improvements thereon located in the building known as Northside Shopping Center, together with any additions hereafter constructed thereto.
Lease:	A lease of the Leased Premises by and between Landlord and Tenant dated _____, 2007, together with any extensions, renewals, replacements or amendments thereof.

In consideration of the mutual agreements made herein, the Lender and the Tenant agree:

1. Subordination. Subject to the terms hereof, and provided Lender complies with all of its obligations under this Agreement, Tenant hereby subordinates the Lease, all extensions, modifications and renewals thereof, and all of Tenant's rights and interests thereunder, to the lien of

the Mortgage and to all advances now or hereafter made thereunder, and to all amendments, replacements, renewals, consolidations and extensions thereof, whether securing the same principal amount or otherwise.

2. Non-disturbance. Provided that (a) the Lease is in effect; (b) Tenant or a sublessee or assignee approved by Lender (if such sublease or assignment requires the consent of Landlord under the Lease or under the Mortgage or under any loan document executed and delivered in connection with the Mortgage) is in possession of the Leased Premises; and (c) Tenant is not then in default under the Lease beyond applicable cure periods, then, in the event of foreclosure of the Mortgage or Lender's acceptance of a deed in lieu of foreclosure:

(i) the Lease shall continue in full force and effect and Tenant's possession of the Leased Premises shall not be disturbed by Lender;

(ii) except as required by applicable law regarding foreclosures, Lender will not name Tenant as a party in any action or proceeding to foreclose the Mortgage or to exercise any of its other rights under the Mortgage or under law; and

(iii) any sale of the property pursuant to foreclosure or otherwise will be subject to Tenant's rights under the Lease.

3. Attornment. If Lender succeeds to the rights of Landlord under the Lease, whether by foreclosure, deed in lieu of foreclosure or otherwise, Tenant will attorn to Lender, and Lender will accept such attornment, for the unexpired term of the Lease, subject to all of the terms of the Lease; provided, however, that Lender shall not be:

(a) bound by the payment to Landlord of rent more than one month in advance;

(b) liable for any act or omission of Landlord, or for any fact, circumstance or condition existing or arising prior to Lender's succession in interest to Landlord;

(c) subject to any offsets, claims or defenses which Tenant might have against Landlord;

(d) bound by any amendment to the Lease, or any consent or approval regarding subletting or assignment or the use of hazardous materials, made without Lender's written consent (if such consent is required under the Lease or the Mortgage or under any loan document executed and delivered in connection with the Mortgage);

(e) responsible for any security deposit delivered to Landlord, except to the extent that the security deposit was actually delivered to Lender;

(f) bound by any agreement in the Lease to construct or complete the Leased Premises or any improvements thereof for Tenant, or to indemnify Tenant for any loss resulting from a failure to timely deliver the Leased Premises; or

(g) bound by any agreement in the Lease to expend more than available insurance proceeds or eminent domain awards to repair or restore the Leased Premises or Property after casualty or condemnation.

4. Further Assurances. The subordination provision hereof is effective upon execution hereof and the non-disturbance and attornment provisions hereof shall operate immediately upon Lender succeeding to the interest of Landlord in the Leased Premises without execution of any further instrument. Lender and Tenant agree, however, to execute and deliver from time to time such further documents as either party deems necessary or appropriate to evidence their agreement hereunder.

5. Non-recourse. Tenant acknowledges that Landlord has made an assignment of the leases and rents to Lender as security for Landlord's obligations to Lender. Tenant agrees that acceptance of the assignment by Lender does not constitute an assumption by Lender of Landlord's obligations under the Lease, and that Lender is not bound to perform Landlord's obligations under the Lease unless and until Lender succeeds to Landlord's position under the Lease. Tenant further agrees that Lender shall have no personal liability with respect to the terms or conditions of the Lease and Tenant shall have no recourse to any assets of Lender other than the Property.

6. Payments to Lender and Exculpation of Tenant. Tenant is hereby notified that the Lease and the rent and all other sums due thereunder have been assigned to Lender as security for the loan or loans which have been or may be made by Lender to Landlord. In the event that Lender or any future party whom Lender may assign the Mortgage notifies the Tenant of a default under the Mortgage and directs that Tenant pay its rent and all other sums due under the Lease to Lender or to such assignee, Tenant shall honor such direction without inquiry and pay its rent and all other sums due under the Lease in accordance with such notice. Landlord agrees that Tenant shall have the right to rely on any such notice from Lender or any such assignee without incurring any obligation or liability to Landlord, and Tenant is hereby instructed to disregard any notice to the contrary received from Landlord or any third party.

7. Successors and Assigns. The term "Lender", as used herein, unless the context requires otherwise, shall include the successors and assigns of Lender and any persons or entity which shall become the owner of the Property by reason of a foreclosure of the Mortgage or an acceptance of a deed or an assignment in lieu of foreclosure or otherwise. The terms "Landlord" and "Tenant" as used herein shall include their respective successors and assigns.

8. Notices. All notices given hereunder shall be in writing and shall be deemed received at the earlier of when delivered (or delivery is refused) in hand or by overnight courier for which a receipt of delivery is given, by certified or registered mail, return receipt requested, addressed to Tenant and Lender at their addresses appearing on the first page hereof, or to such other address or addresses as the parties may from time to time specify by written notice so given.

9. Governing Law. This Agreement shall be interpreted in accordance with and governed by the law of the State of Florida.

10. Changes in Writing. This Agreement may not be changed, waived, or terminated except in a writing signed by the party against whom enforcement of the change, waiver, or termination is sought.

[Executions and Acknowledgments Appear on Following Pages]

Executed under seal as of the date first above written.

LENDER: COMMERCEBANK, N.A.

By:_____
Name: Justo L. Fernandez
Its: Executive Vice President

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

By:_____
Name: _____
Its: _____

LANDLORD: 7900 N.W. AVENUE, LLC, a Delaware limited liability company

By:_____
Name: Scott Hall
Its: Senior Vice President

STATE OF Florida
COUNTY OF Miami-Dade

On this 21 day of September, 2007, before me, the undersigned notary public, personally appeared the above named Justo L. Fernandez, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Executive Vice President of Commercebank, N.A..

Miriam Maru
Notary Public
My Commission Expires:

MIRIAM MARU
Notary Public - State of Florida
My Commission Expires Oct 22, 2010
Commission # DD 607414
Bonded Through National Notary Assn.

STATE OF _____

COUNTY OF _____

On this ___ day of _____ 2007, before me, the undersigned notary public, personally appeared the above named _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as _____ of Miami-Dade County, Florida.

_____
Notary Public
My Commission Expires:

STATE OF NEW YORK

COUNTY OF NEW YORK

On this 17th day of JANUARY, 2007, before me, the undersigned notary public, personally appeared the above named Scott Hall, proved to me through satisfactory evidence of (PERSONALLY KNOWN) identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Senior Vice President of 7900 N.W. Avenue, LLC.

DOLAPO ADENUGA
Notary Public, State of New York
No. 01AD6154663
Qualified in New York County
Commission Expires Oct. 23, 2010

Notary Public
My Commission Expires:

C:\DOCUME~1\larias\LOCALS~1\Temp\notes6030C8\ATL-1209454-v1-Subordination Non-Disturbance Attornment Agreement (SNDA) - Miami-Dade County Health Department at Northsid.DOC