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

Memorandum

MIAMI-DADE COUNTY

Date: April 7, 2009

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

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

From: George M. Burgess
County Manager

Resolution No. R-342-09

Subject: Lease Agreement and Assignment of Lease Agreement at Northside Shopping Center, 7900 N.W. 27 Avenue, Suite A-1A, Miami, on behalf of the State of Florida, Department of Health, Miami-Dade County Health Department.
Property # 3109-01-00

RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing execution of the Lease Agreement and Assignment of Lease Agreement at Northside Shopping Center, 7900 N.W. 27 Avenue, Suite A-1A, Miami, with 7900 N.W. Avenue LLC, a Delaware Limited Liability Company, for space to be occupied by the State of Florida Department of Health, as the 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, Suite A-1A, Miami
COMMISSION DISTRICT:	2
COMMISSION DISTRICTS IMPACTED:	Countywide
OWNER:	7900 N.W. Avenue LLC, a Delaware Limited Liability Company
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, a Delaware Limited Liability Company.
USE:	3,090 rentable square feet of air-conditioned and heated administrative office space together with open parking in common with other tenants.
JUSTIFICATION:	The State of Florida Department of Health, Miami-Dade County Health Department, Women Infant Children Program (WIC) has a need to utilize this facility for administrative office space to provide WIC services to the citizens in close proximity to the Juanita Mann Clinic and the surrounding community. The WIC Program has operated within the Juanita Mann Clinic for the past twenty-six years. However, the area that WIC currently

occupies is needed by the State of Florida to accommodate its Women's Health Family Planning program. WIC has the need to relocate in close proximity since the programs work together.

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 (5) years thereafter.

RENTAL RATE: Annual base rent for the first lease year of the initial term is $57,412.20, which is equal to $18.58 per square foot. The annual base rent for the second through the fifth lease year of the initial lease term shall increase by three percent (3%) each year over the prior year's base rent. The annual base rent for the first year of the renewal option period shall increase $1.50 per square foot over the prior year's base rent, and the second through the fifth lease year of the renewal option period shall increase by three percent (3%) each year over the prior year's base rent.

FINANCIAL IMPACT: The total financial impact for the first lease year is estimated to be $59,708.69, which is comprised of the following:

First Year Occupancy Cost:

	Total Dollars	PSF
Annual Base Rent:		
Annual Base Rent	$57,412.20	$18.58
Total Base Rent	$57,412.20	$18.58
Indirect Expense:		
Lease Management Fee (4%)	$ 2,296.49	
Total Cost, first year:	**$59,708.69**	

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

CANCELLATION PROVISION: The Tenant may cancel the lease or any portion thereof, after the first twelve (12) months of the initial term of the lease by (a) giving Landlord ninety (90) days prior written notice and (b) paying Landlord the unamortized cost of the build out in an amount not to exceed $36,574.00.

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. County programs will not 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. 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 plus utilities, Common Area Maintenance and operating expenses.
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, exercise the cancellation provision and the one additional five-year renewal option.

Wendi J. Norris
Director
General Services Administration

MEMORANDUM

(Revised)

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

DATE: April 7, 2009

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

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

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)(E)
4-7-09

RESOLUTION NO. **R-342-09**

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AND ASSIGNMENT OF LEASE AGREEMENT AT NORTHSIDE SHOPPING CENTER, 7900 N.W. 27 AVENUE, SUITE A-1A, MIAMI WITH 7900 N.W. AVENUE LLC, A DELAWARE LIMITED LIABILITY COMPANY FOR PREMISES TO BE UTILIZED BY THE STATE OF FLORIDA DEPARTMENT OF HEALTH, MIAMI-DADE COUNTY HEALTH DEPARTMENT FOR ADMINISTRATIVE OFFICES, WITH TOTAL FISCAL IMPACT TO THE STATE OF FLORIDA DEPARTMENT OF HEALTH NOT TO EXCEED $699,348.48 FOR THE TERM OF THE LEASE INCLUDING OPTION RENEWAL TERM; 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 7900 N.W. Avenue LLC, a Delaware Company, for premises to be utilized by the State of Florida Department of Health, Miami-Dade County Health Department for administrative offices, with total fiscal impact to the State of Florida Department of Health not to exceed $699,348.48 for the term of the Lease including option renewal term, 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.

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The foregoing resolution was offered by Commissioner Joe A. Martinez 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:

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of April, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

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

Juliette R. Antoine

LEASE AGREEMENT

THIS LEASE AGREEMENT made on the day of , 2009 by and between 7900 N.W. AVENUE, LLC, a Delaware Limited Liability Company, hereinafter called the "LANDLORD," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "TENANT,"

WITNESSETH:

The LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby leases to TENANT and TENANT hereby leases from LANDLORD the ("Demised Premises") described as follows:

Approximately 3,090 rentable square feet of air-conditioned and heated office space, located at Northside Shopping Center (the "Building"), 7900 N.W. 27 Avenue, Suite A-1A, Miami, including open parking in common with other tenants. (See Exhibit "A" attached hereto and made a part thereof).

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. Landlord and Tenant agree that the rentable area of the Demised Premises has been certified by a licensed architect and consists of 3,090 rentable square feet. TENANT, at Tenant's sole cost and expense, shall have the right to independently review and measure the Demised Premises upon TENANT's taking of possession of the Demised Premises. If there is a dispute as to the respective rentable areas of the Demised Premises 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 parties agree to be bound by said determination of the third party independent measurement expert.

Property # 3109-01-00

The calculation of the Rentable areas of the Demised 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. 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 Demised Premises.

TO HAVE AND TO HOLD unto the said TENANT for a term of five (5) years, commencing upon the passage of the resolution of the Miami-Dade County Board of County Commissioners (the "Board"), approving this Lease Agreement (the "Effective Date"), and terminating five (5) years thereafter. The annual rental for the Demised Premises shall be Fifty Seven Thousand Four Hundred Twelve Dollars and 20/100 ($57,412.20), payable in twelve (12) equal monthly installments of Four Thousand Seven Hundred Eighty Four Dollars and 35/100 ($4,784.35) for the first lease year payable on the twenty-third (23rd) 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. During the second (2nd) through the fifth (5th) lease years, the annual rental shall be as follows:

		Annual	Monthly
2nd Year	-	$59,134.56	$4,927.88
3rd Year	-	$60,908.64	$5,075.72
4th Year	-	$62,735.88	$5,227.99
5th Year	-	$64,617.96	$5,384.83

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 counseling 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

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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" and Exhibit "E" attached hereto and made a part thereof.

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 referenced in Exhibit "B" HVAC System Preventative Maintenance For Leased Space;
Roof and roof leaks;
Windows, doors, and frames;
Exterminating Services;
Custodial Care of parking areas;
Security Services for grounds and parking areas;
Janitorial Services and Custodial Services to be performed six days per week (Monday through Saturday) referenced in Exhibit "C," Janitorial Services;
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 six days per week (Monday through Saturday) in the Demised Premises during the term of this Lease Agreement (except for Sundays, and holidays) after 5:00 p.m. the maintenance, trash disposal, Janitorial and Custodial Services and services as described above and referenced in Exhibit "C", Janitorial Services.

Upon the failure of LANDLORD to effect repairs or perform the above-stated services pursuant to this Lease Agreement after ten (10) 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. Notwithstanding anything to the contrary contained in this Lease Agreement, if the LANDLORD advises the TENANT in writing within ten (10) days of receipt of TENANT's written demand for the LANDLORD to provide services or make the repairs that the TENANT contends have not been provided as required by the Lease Agreement, that such services or repairs cannot reasonably be performed within the ten (10) day period noted above, and furnishes the TENANT with a schedule of when the LANDLORD believes such services or repairs can be reasonably provided, and the LANDLORD in good faith makes commercially reasonable efforts to provide such services or make such repairs within the schedule provided to the TENANT, then the TENANT shall have no cause for any cessation or reduction in rent. In the event of an emergency, TENANT after proper notification to LANDLORD and failure of 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 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 Lease 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 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

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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 Demised 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 any and all work related to such signage 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 ninety (90) 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 broom clean condition and 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 TENANT and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which 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 Lease Agreement by LANDLORD or its employees, agents, servants, partners, principals or subcontractors. LANDLORD shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of 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 Lease Agreement or otherwise provided by LANDLORD shall in no way limit the responsibility to indemnify, keep and save harmless and defend TENANT, or its officers, employees, agents, and instrumentalities as herein provided.

TENANT does hereby agree to indemnify and hold harmless LANDLORD to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby 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 TENANT. However, nothing herein shall be deemed to indemnify LANDLORD from any liability or claim arising out of the negligent performance or failure of performance of 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. 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.

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

ARTICLE XVI
SUCCESSORS IN INTEREST

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

ARTICLE XVII
NOTICES

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

TENANT:

Miami-Dade County, Florida
Real Estate 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
35th Floor
New York City, New York 10004
Attention: S.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 in accordance with specifications set forth in Exhibit "E" attached hereto and made a part thereof, including drawings E-1 and E-2 entitled "Miami-Dade WIC – Space A-1A" and incorporated herein. LANDLORD reserves the rights, however:

1. to substitute materials of equivalent grade and quality when and if any material specified in the Plans shall not be readily and reasonably available;
2. to make changes necessitated by conditions met in the course of construction,

provided that TENANT'S approval of any such change shall first be obtained (which approval shall not be unreasonably withheld or delayed so long as there shall be general conformity with the Plans); and

3. to make changes as required by the local building department in order to obtain a building permit or Certificate of Occupancy.

B. LANDLORD shall substantially complete all work and improvements as set forth in the Plans within ninety (90) calendar days of the issuance of a building permit. Issuance of a Certificate of Occupancy shall determine when substantial completion has occurred, and shall so notify both parties hereto. Improvements to the Demised Premises shall be deemed substantially completed when all work is done in accordance with the Plans notwithstanding the necessity to correct, adjust, or complete certain items ("Punch-List" items), so long as such corrections, adjustments, or completions do not impede TENANT from using and occupying the Demised Premises for the purposes intended, as expressed in the Plans. 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 Demised Premises during construction, and all work which is reasonably unsatisfactory to TENANT must be corrected or repaired at LANDLORD's expense.

ARTICLE XIX
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT, through its County Mayor or County Mayor's designee, is hereby granted the option to extend this Lease Agreement and Assignment of 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 $1.50 per square foot on an annual basis for the first year of the renewal option period. Base rent in the second (2nd,)

through the fifth (5th) years of the renewal option period shall increase by three (3%) percent on an annual basis over the previous year. Said renewal option shall be exercised by giving LANDLORD notice in writing at least ninety (90) days prior to the expiration of this Lease Agreement and Assignment of Lease Agreement. 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 Mayor or County Mayor's designee, shall have the right to terminate this Lease Agreement, or any portion thereof, at any time after the first twelve (12) months of the initial term by (a) giving LANDLORD at least ninety (90) days' written notice prior to its effective date and (b) pay to Landlord the unamortized cost of the build out in an amount not to exceed $36,574.00. In the event of cancellation, the amount of unamortized costs shall be based upon a sixty (60) month amortization schedule at zero percent (0%) interest.

ARTICLE XXI
HEATING, VENTILATION, AND AIR-CONDITIONING

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

ARTICLE XXII
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

LANDLORD, at its sole cost and expense, shall perform or cause to be performed in the Demised Premises, on a daily basis six (6) days per week (Monday through Saturday) during the term of this Lease Agreement (except for 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 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 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 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 substantially in the form set forth in Exhibit "D" incorporated herein (said agreement being referred to herein as a "Non-Disturbance Agreement") 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. 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 commercially reasonable 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), 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 the Demised Premises.

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

C. NOTICE OF 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 the Demised 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 Premises.

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 each 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 Lease Agreement, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any judicial, administrative or other action to enforce or construe any term of this Lease Agreement or arising from or relating to this Lease Agreement shall lie exclusively in Miami, 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 writing signed by both LANDLORD and TENANT, which writing shall be approved by resolution of 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 company
By: 7900 N.W. Avenue MM, LLC,
a Delaware limited liability company
It's managing member
By: Urban America, L.P.
a Delaware limited partnership
It's 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

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

By: _____
Carlos Alvarez (TENANT)
Mayor

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

EXHIBIT - A

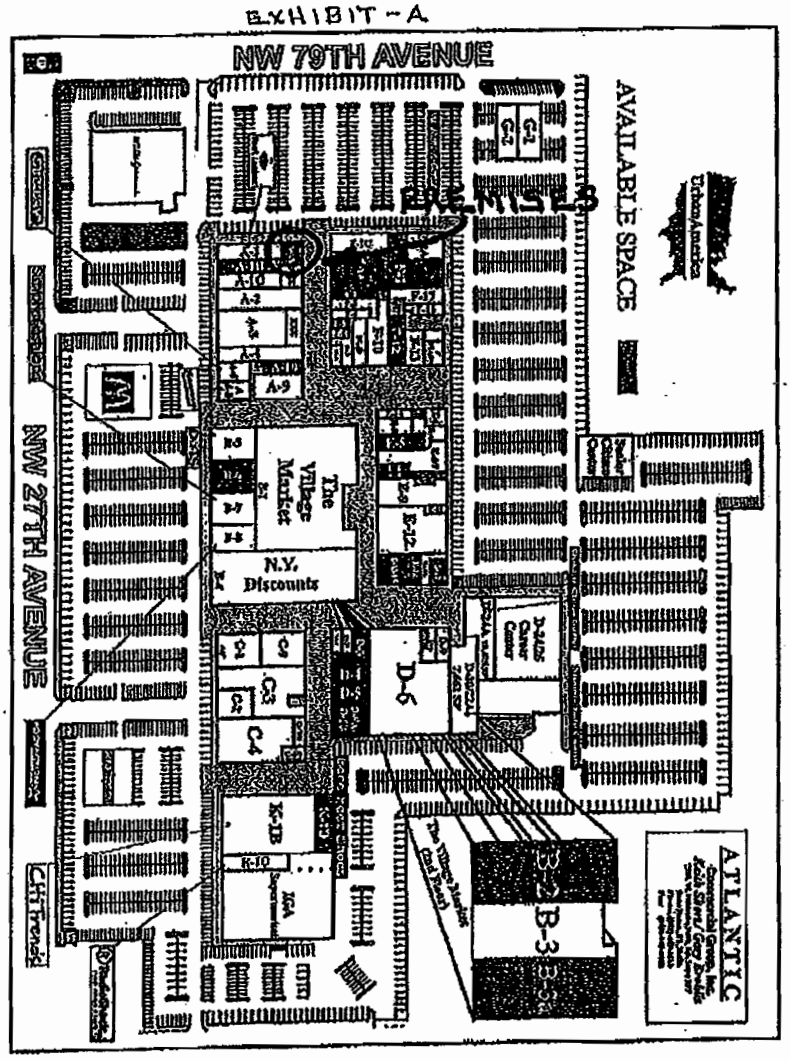

NW 79TH AVENUE
NW 27TH AVENUE
AVAILABLE SPACE
The Village Market
N.Y. Discounts
D-6
B-3
ATLANTIC

EXHIBIT "A"

NORTHSIDE SHOPPING CENTER
7900 N.W. 27 AVENUE
SUITE A-1A

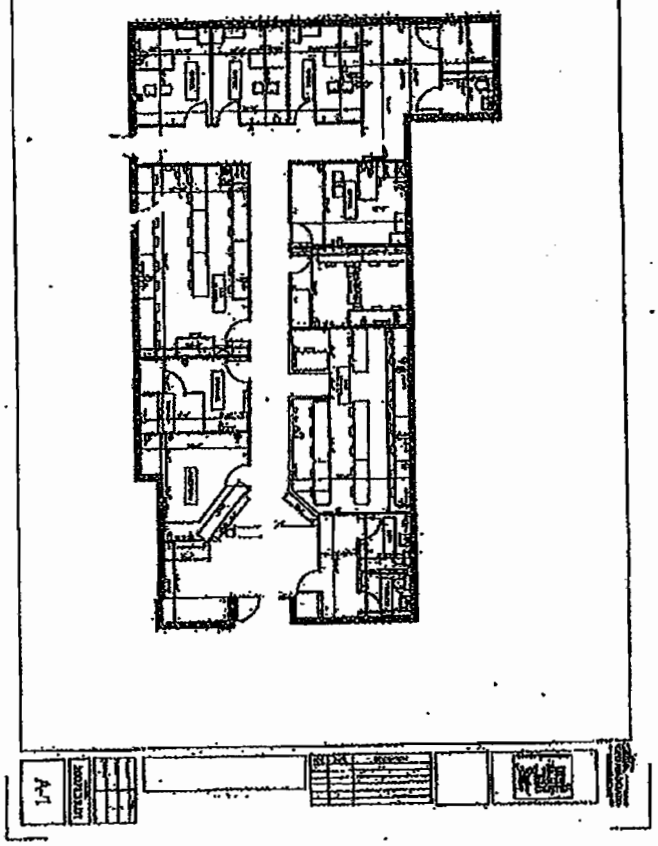


EXHIBIT B
HVAC MAINTENANCE AND REPAIR SPECIFICATIONS

The landlord will provide the following building standard preventive maintenance and repair services for the HVAC equipment servicing the Premises during the Term of this Lease Agreement and any extensions thereof.

Building Standard Preventive Maintenance:

Monthly:
1) Change filters with filters compatible with the air-flow and static pressure ratings of the original design of the HVAC units;
2) Check entire unit for proper operation;
3) Check calibration of unit thermostats, and adjust and/or recalibrate as required;
4) Re-adjust, repair or replace units or unit controls, as required.

Annually:
1) Chemically clean conderser coils;
2) Chemically clean evaporator coils;
3) Change all belts;
4) Check calibration of unit thermostats, and adjust and/or recalibrate as required;
5) Re-adjust, repair or replace units as required.

Emergency Service:
Recalibrate, readjust, repair or replace the HVAC equipment as required to provide the HVAC services required under the Lease.

EXHIBIT C

JANITORIAL SPECIFICATIONS

Note: Frequencies shown are minimum frequencies, which may be adjusted, if required based on agreement by Lessor and Lessee that the minimum frequencies have proven to be insufficient to maintain the Demised Premises in a condition of cleanliness consistent with other the commercially reasonable standards of similar institutional occupancies. The areas to be serviced include all the entire Premises.

A. ENTRANCE FOYER, WAITING AREA, and EMERGENCY EXIT CORRIDOR

Janitorial Service Schedule	Daily	Weekly	Monthly	Quarterly
Vacuum entrance mats	X			
Sweep and damp mop all ceramic and vinyl tile floors nightly using treated dust mops and germicidal solutions	X			
Spot clean metal doorframes and door saddles	X			
Clean all entrance door glass on both sides and spot clean frames	X			
Dust all horizontal ledges and horizontal surfaces within reach from the floor	X			
Dust all picture frames, charts, graphs and similar wall hangings			X	
Remove fingerprints from walls	X			
Perform high dusting, including ceiling diffusers and return air grills				X
Dust all base boards	X			
Spray-Buff VCT Flooring		X		
Strip/wax vinyl composition (VCT) floors				X
Report any fixture malfunctions in the logbook and verbally discuss with the supervisor.	X			

B. RESTROOMS

Janitorial Service Schedule	Daily	Weekly	Monthly	Quarterly
Empty all waste receptacles and feminine hygiene disposal containers (if applicable) and sanitize same.	X			
Clean and disinfect all basins, urinals and toilet bowls. Remove stain clean underside and rims of toilets and urinals	X			
Clean and polish all mirrors, dispensers and trim	X			
Wash and sanitize toilet seats and sanitary napkin receptacles	X			
Fill toilet tissue, hand towels dispensers, and soap dispensers with approved paper products and hand soap.	X			
Empty trash and place in disposal, sweep and wet mop floors with germicidal solutions	X			
Spot clean all rest-room toilet partitions and doors and urinal privacy partitions	X			
Spot clean all ceramic tile wall surfaces		X		
Dust all horizontal ledges and horizontal surfaces within reach from the floor	X			
Perform high dusting, including ceiling diffusers and return air grills – more frequently if required				X
Damp mop all floors using germicidal, disinfectant solutions	X			

B. RESTROOMS (CONTINUED)

Janitorial Service Schedule	Daily	Weekly	Monthly	Quarterly
Machine scrub floors using disinfectant, germicidal solutions and rinse thoroughly		X		
Wash down all ceramic tile wall surfaces with disinfectant, germicidal solution			X	
Report any fixture or malfunctions in the logbook and verbally discuss with the supervisor.	X			

C. GENERAL OFFICE AREAS

Janitorial Service Schedule	Daily	Weekly	Monthly	Quarterly
Gather all waste paper, tag and/or identify and remove to trash handling area	X			
Sweep and damp mop all ceramic and vinyl tile floors nightly using treated dust mops and germicidal solutions	X			
Dust all horizontal ledges and horizontal furniture, counter-tops and cabinet surfaces within reach from the floor	X			
Vacuum all carpeted areas	X			
Properly arrange furniture in all areas	X			
Remove fingerprints from doors and partitions glass	X			
Clean and sanitize drinking fountains	X			
Spot clean fingerprints from furniture, cabinets, door frames, doors, switch-plates and walls as required	X			

C. GENERAL OFFICE AREAS (CONTINUED)

Janitorial Service Schedule	Daily	Weekly	Monthly	Quarterly
LEAVE ONLY DESIGNATED EMERGENCY LIGTHS BURINING	X			
Check behind closed doors if unlock to clean	X			
Remove spots from carpet that will come out with carpet spot cleaner, as required	X			
Perform high dusting, including ceiling diffusers and return air grills				X
Spot clean all door kick plates		X		
Report any fixture or malfunctions in the logbook and verbally discuss with the supervisor	X			
Dust all base boards	X			
Strip/wax vinyl composition (VCT) floors			X	

D. EMPLOYEE LOUNGE

Janitorial Service Schedule	Daily	Weekly	Monthly	Quarterly
Sweep and damp mop all ceramic and vinyl tile floors nightly using treated dust mops and germicidal solutions	X			
Clean and disinfect sink, counter and table surfaces.	X			
Report any fixture or malfunctions in the logbook and verbally discuss with the supervisor	X			
Spray-Buff VCT Flooring to maintain appearance of freshly re-finished floor		X		
Strip/wax (VCT) floors				X

EXHIBIT "D"

SUBORDINATION, NON-DISTURBANCE & ATTORNMENT AGREEMENT

Date:	February ___, 2009
Lender:	Mercantil 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 3,090 square feet and improvements thereon located in the building known as Northside Shopping Center, together with any additions hereafter constructed thereto.
Lease:	A leased of the Leased Premises by and between Landlord and Tenant dated February ___, 2009, 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 even 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 obligation 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: MERCANTIL COMMERCEBANK, N.A.

By: _____
Name: Cristina Menendez
Its: 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: _____
Its: _____

STATE OF Florida
COUNTY OF _____

On this 18 day of February, 2009, before me, the undersigned notary public, personally appeared the above named Cristina Menendez, proved to me through satisfactory evidence of identification, which was (personally known) 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 Vice-President of Mercantil Commercebank, N.A.

_____
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.

MIADOCS 3331140 1

STATE OF _____
COUNTY OF _____.

On this ____ day of February, 2009, 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 _____
COUNTY OF _____

On this ____ day of February, 2009, 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 7900 N.W. Avenue, LLC.

_____
Notary Public
My Commission Expires:

Exhibit-E
Miami-Dade WIC – Space A-1A
Landlord's Work

Date: 09/24/08
Revised: 11/05/08
Revised: 01/28/09

Landlord shall deliver the demised Premises in an "As Is – Where Is" condition except that the Landlord shall:

1) Deliver the HVAC system in good working order, and maintain, repair, and/or replace the systems as required throughout the Initial Term of the Lease and any extensions thereof;

2) Repair the existing roof leaks and deliver the premises in a water-tight condition;

3) Demolish the interior partitions at the locations shown on Exhibit-A attached and tape and spackle damaged drywall incidental to demolition;

4) Modify the existing electrical system in conformance with the attached marked-up Furniture Plan provided by the Department of health (DOH);

5) Demolish the carpet in the carpeted offices noted on Exhibit-A

6) Prepare the floor slab to receive new VCT in the offices where carpet has been demolished at the locations where walls have been removed in order to receive VCT floor patch, except at existing ceramic tiled areas:

7) Furnish and install new vinyl flooring in offices where carpet has been removed, and at locations where existing walls have been demolished. VCT shall match existing as closely as possible; but, no representation is made that VCT patch will match existing flooring exactly;

8) Patch the vinyl base at areas where walls have been demolished, and/or where damaged by carpet demolition. Vinyl base patch material will match existing base as closely as possible; but no representation is made that vinyl base patch material will match existing base exactly;

9) Remove the ceiling in the office noted on Exhibit-A, where the field of the ceiling is aligned in a direction perpendicular to the grid alignment in the rest of the space and replace with ceiling grid and ceiling tiles to match existing;

10) Re-align the lighting fixtures in the room where the ceiling grid and ceiling tiles have been replaced to match the alignment of the lighting fixtures in the rest of the space;

11) Patch the ceiling at the areas of wall demolition, and replace all damaged or stained ceiling tiles throughout the space to match existing

12) Perform the miscellaneous electrical demolition incidental to the wall demolition work noted above. Miscellaneous electrical work and lighting relocations incidental to the wall demolition and ceiling work noted above;

13) Replace all lamps, replace any burned out ballasts, and clean all fluorescent lighting fixture cans and diffusers throughout the space;

14) Modify the Tenant's structured cabling system to provide CAT-5E cabling for all data wiring throughout to conform to Tenant's modular furniture requirements in accordance with Exhibit E of this Lease Agreement.

15) Put all plumbing fixtures (i.e.: sinks, urinals, toilets, and toilet seats) and auxiliary pieces of equipment (i.e.: toilet paper dispensers, paper towel dispensers, feminine hygiene disposal containers, waste containers, soap dispensers, ADA grab rails, and wall-mounted deodorizers, and exhaust fans, in the three rest-rooms in good working order.

16) Paint the suite throughout.

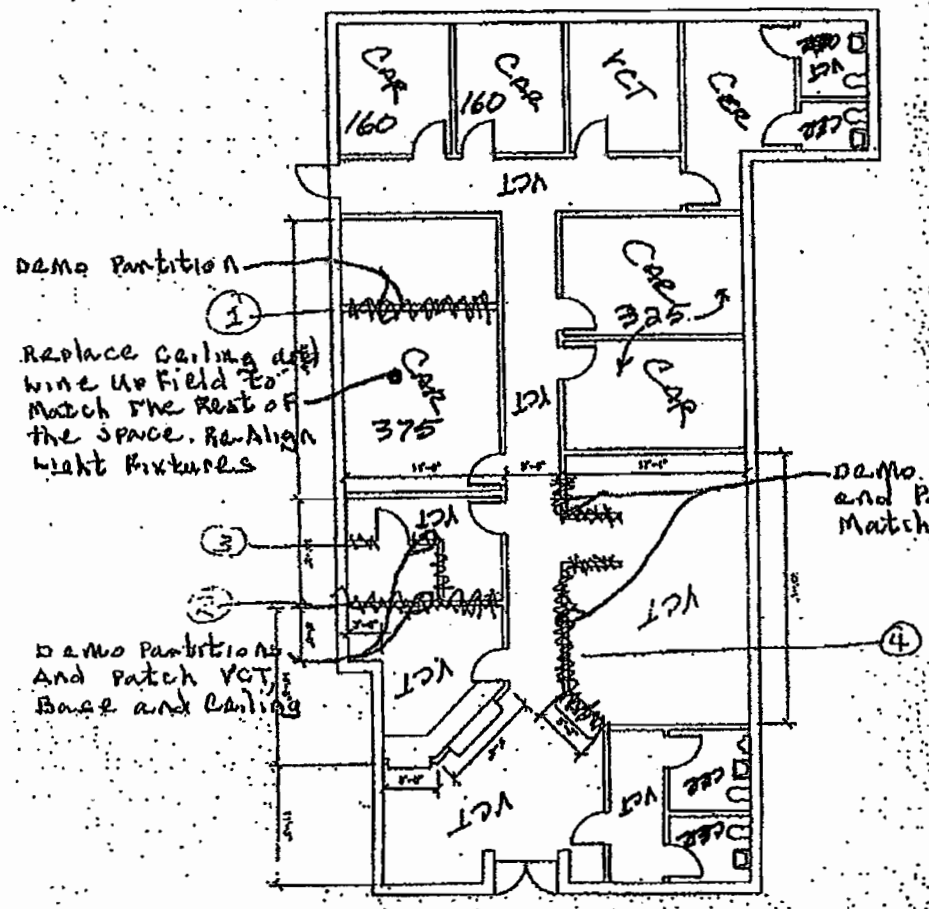
17) Perform the following miscellaneous repairs:
   - A) Acid wash, neutralize, rake-out and re-grout the ceramic tile floors in each of the three restrooms and apply a non-slip sealer to the floors;
   - B) Acid wash, neutralize, and apply a non-slip sealer to the floor in the break-room
   - C) Replace the mirror in the staff restroom with a standard ADA, tilt mirror;
   - D) Provide an access door to the drain clean-out in the wall of the staff rest-room
   - E) Replace the two GFI outlets and outlet plates over the counter in the break-room with new outlets and cover plates
   - F) Remove the strip of wood across the outside wall of the rest-room foyer near entrance to the suite, and spackle smooth and seal wall to receive paint
   - G) In the men's restroom at the entrance to the space, re-set toilet bowl with new gasket and re-grout around toilet
   - H) Replace the damaged ceramic wall tiles in front of the toilet to match existing
   - G) Repair urinal
   - H) Replace the floor drain cover in the emergency exit corridor at the rear of the space.

END OF EXHIBIT

Exhibit E-1

MIAMI - DADE W.I.C. - SPACE A-1A
Demolition Plan

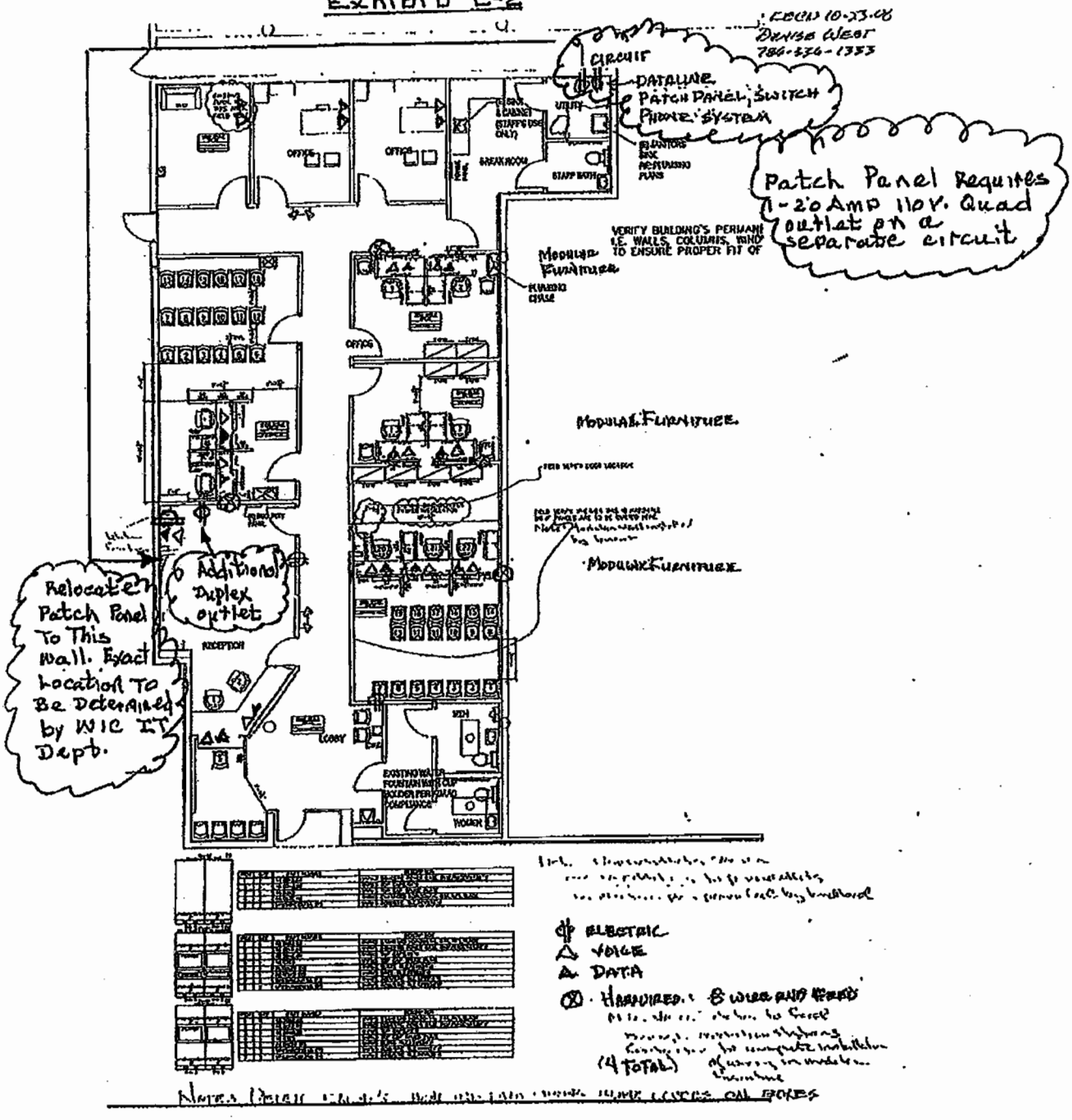
Date 09/24/08



General Notes:

1) Demo All carpeted areas, prep-floor, and replace with VCT To Match VCT in the rest of Space. Patch VCT to match existing.
2) See L01 for balance of Landlord's work.

Exhibit E-2



W.I.C. TENANT IMPROVEMENTS
SPACE A-1-A
NORTHSIDE

FURNITURE VENDOR
561-684-6294