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

Memorandum

MIAMI-DADE COUNTY

Date: March 15, 2011

Agenda Item No. 10(A)(1)

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Resolution No. R-203-11

Subject: Resolution to Execute Ground Lease Estoppels and Agreements and Easement Estoppel Certificate for Jackson North Medical Center to Allow for the Northpark Professional Group, LLC, Ground Lessee, to Refinance its Leasehold Mortgage

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The attached item is being placed on the Board of County Commissioner's agenda at the request of Eneida O. Roldan, President and CEO of the Public Health Trust for approval.

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: March 15, 2011

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

SUBJECT: Agenda Item No. 10(A)(1)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

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

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 10(A)(1)
3-15-11

RESOLUTION NO. R-203-11

RESOLUTION AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE GROUND LEASE ESTOPPELS AND AGREEMENTS AND EASEMENT ESTOPPEL CERTIFICATE, AS GROUND LESSOR, FOR REAL PROPERTY LOCATED AT JACKSON NORTH MEDICAL CENTER TO ALLOW FOR THE NORTHPARK PROFESSIONAL GROUP, LLC, THE GROUND LESSEE, TO REFINANCE ITS LEASEHOLD MORTGAGE

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 authorizes the Mayor or his designee to execute the Ground Lease Estoppels and Agreements and Easement Estoppel Certificate, in substantially the forms attached hereto and made a part hereof.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**, 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:

Joe A. Martinez, Chairman			aye
Audrey M. Edmonson, Vice Chairwoman			aye
Bruno A. Barreiro	aye	Lynda Bell	aye
Jose "Pepe" Diaz	aye	Carlos A. Gimenez	aye
Sally A. Heyman	aye	Barbara J. Jordan	absent
Jean Monestime	aye	Dennis C. Moss	aye
Natacha Seijas	absent	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 15th day of March, 2011. 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: DIANE COLLINS
Deputy Clerk

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

Eugene Shy

Jackson HEALTH SYSTEM PUBLIC HEALTH TRUST

Eneida O. Roldan, M.D, M.P.H, M.B.A
President & C.E.O

Executive Office
1611 N.W. 12th Avenue
Miami, Florida 33136
305-525-6754

DATE:

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

FROM: Eneida O. Roldan, MD, MPH, MBA
President and CEO, Public Health Trust

SUBJECT: Resolution Authorizing the Mayor or Mayor's Designee to Execute Ground Lease Estoppels and Agreements and Easement Estoppel Certificate as Ground Lessor for Real Property located at Jackson North Medical Center to Allow for the Northpark Professional Group, LLC, Ground Lessee to Refinance its Leasehold Mortgage.

RECOMMENDATION

It is recommended that the Board of County Commissioners adopt the attached resolution authorizing the County Mayor or the Mayor's designee to execute the Ground Lease Estoppels and Agreements and Easement Estoppel Certificate, in substantially the form attached hereto.

OWNER: Miami-Dade County, Florida

TAX FOLIO NUMBERS: 07-2112-008-0015
07-2113-007-0020

LOCATION: 100 NW 170 Street, North Miami Beach, Florida and 16875 NW 2nd Avenue, North Miami Beach, Florida

COMMISSION DISTRICT: 2

BACKGOUND: In December 2006, the Public Health Trust acquired Parkway Hospital and the subject real estate comprising the complex. Chapter 25A of the Code of Miami-Dade County provides that all real estate that is designated facilities of the Trust shall be titled in the name of Miami-Dade County. Title to the property was taken subject to a Ground Lease whereby the County is the Ground Lessor, with respect to the Parking Garage, Office

Building and Northpark Building located at the Jackson North Medical Center. Because of the various property interest there is also a cross easement to allow for ingress and egress by all at the complex. Northpark Professional Group, LLC is the Ground Lessee and for a considerable amount of time has been attempting to refinance its leasehold mortgage, and has been able to attract the interest of Citi Global Markets Realty Group to do so. As part of the refinancing, Citi Global Markets Realty Group requires the execution of the attached Ground Lease Estoppels and Agreements and Easement Estoppel Certificate. A copy of the PHT Resolution numbers 01/11-020, 01/11-021, 01/11-022, and 01/11-023 as approved on January 24, 2011 are attached and incorporated herein.

FACILITY DESCRIPTION:

Northpark Medical Building is located at 100 NW 170th Street, North Miami Beach, Florida 33169. This building is a four story building totaling approximately 73,131 square feet. Parkway Professional Medical Office Building is a 6 story building located at 16875 NW 2nd Avenue, North Miami Beach, Florida 33169. This building is approximately 297,188 square feet. The Parkway Parking Garage adjacent to the Professional Medical Office Building is a six story garage. The Hospital currently leases approximately 156 of the total 505 parking spaces available from Northpark in the garage.

JUSTIFICATION:

As a result of the current owner's loan maturing on October 9, 2009, Northpark Professional Group, LLC is paying significant penalties on a monthly basis until they are successful in refinancing the building. Execution of the Ground Lease Estoppels and Agreements and Easement Estoppel Certificate are necessary to obtain and secure such refinancing. In addition, the office buildings house many of the referral tenants to Jackson North Hospital and its operation is crucial to our referral network.

MONITOR:

Regginald Jordan, Corporate Director of Support Services, Public Health Trust

DELEGATED AUTHORITY:	Authorized the County Mayor or Mayor's Designee to execute the Ground Lease Estoppels and Agreements and Easement Estoppel Certificate.

Agenda Item 16 (b) (6)
Executive Committee
January 24, 2011

RESOLUTION NO. PHT 01/11 – 020

RESOLUTION RATIFYING ACTION OF THE EXECUTIVE COMMITTEE APPROVING EASEMENT ESTOPPEL CERTIFICATE RELATING TO CROSS EASEMENT AGREEMENT FOR PROPERTY LOCATED AT JACKSON NORTH MEDICAL CENTER, AND AUTHORIZING THE PRESIDENT OR HER DESIGNEE TO SUBMIT THE EASEMENT ESTOPPEL CERTIFICATE TO THE BOARD OF COUNTY COMMISSIONERS FOR ITS APPROVAL AND EXECUTION THEREOF BY MIAMI-DADE COUNTY

(Regginald Jordan, FACHE, Corporate Director, Support Services)

WHEREAS, this Board desires to accomplish the purposes outlined in the attached agenda item; and

WHEREAS, the President, Facilities Development and Fiscal Affairs, Purchasing and Budget Committees recommend approval; and

WHEREAS, the Executive Committee met on January 11, 2011 and approved the item;

WHEREAS, this action was necessary to ensure the continued efficient operation of the Public Health Trust.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA that this Board hereby ratifies the action of the Executive Committee and authorizes the President or her designee to recommend execution of the Easement Estoppel Certificate for the Northpark Medical Building located at 100 NW 170th Street, North Miami Beach, Florida 33169. This Easement Estoppel Certificate is necessary for Northpark Professional Group, LLC to obtain a loan to refinance the property from Citi Global Markets Realty Group. The Easement is presently in full force and effect and has not been amended, modified or supplemented, except for that certain First Amendment to the Cross Easement Agreement dated June 29, 2001. In accordance with the recommendation set forth in the agenda item attached hereto and incorporated herein by reference.

Regginald Jordan, Corporate Director
Support Services Division

The foregoing resolution was offered by Dr. Rogers and the motion was seconded by Mr. Zilber as follows:

Jorge L. Arrizurieta	Aye
Gladys L. Ayala	Aye
John H. Copeland, III	Aye
Ernesto A. de la Fe	Aye
Joaquin del Cueto	Aye
Georgena D. Ford, RN	Absent
Abraham A. Galbut	Absent
Marcos J. Lapciuc	Aye
Angel Medina, Jr.	Aye
Stephen S. Nuell	Aye
Robin Reiter-Faragalli	Aye
Mark C. Rogers, M.D.	Aye
Judy Rosenbaum, Ed.D.	Aye
Martin G. Zilber	Aye
Commissioner Sally A. Heyman	Absent
Joe A Martinez, Chairman Miami-Dade County Board of County Commissioners	Absent

The Chairperson thereupon declared the resolution duly passed and adopted this 24th day of January 2011.

PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA

BY: Georgena D. Ford, RN
Georgena D. Ford, RN, Secretary

Approve by the County Attorney as to form and legal sufficiency _____

FACILITIES DEVELOPMENT COMMITTEE
AGENDA ITEM
FISCAL AFFAIRS
12-14-10

12-14-10
8D

REQUEST

Staff requests authorization for the President or her designee to submit the Easement Estoppel Certificate to the Board of County Commissioners for its approval and execution thereof by Miami-Dade County. This Easement Estoppel Certificate is necessary for Northpark Professional Group, LLC to obtain a loan from Citi Global markets Realty Group.

BACKGROUND

The Cross Easement Agreement dated January 1, 1992 was recorded February 2, 1994 in Official Records Book 16234, Page 790 between North Miami Medical Center, Ltd and Northpark Professional Buildings, Ltd and RHC Parkway, Inc. This Agreement was amended by the First Amendment to Cross Easement Agreement dated June 29, 2001 and recorded July 3, 2001 in Official Records Book 19754, Page 4444 between North Miami Medical center, Ltd and RHC Parkway, Inc. The Easement Estoppel Agreement was recorded September 27, 2006 in Official Records Book 24950, Page 634 between RHC Parkway, Inc and North Miami Medical Center, Ltd.

RECOMMENDATION

I concur with staff recommendation to authorize the President or her designee submit the Easement Estoppel Certificate to the Board of County Commissioners for its approval and execution thereof by Miami-Dade County in an effort to obtain a loan from Citi Global Markets Realty Group to refinance their interest in the property.

Dr. Eneida Roldan, President and CEO
The Public Health Trust

EASEMENT ESTOPPEL CERTIFICATE

As of _____ __, 2011

CITIGROUP GLOBAL MARKETS REALTY CORP. ("**Lender**"),
its successors and assigns
388 Greenwich Street, 19th Floor
New York, New York 10013

Re: Northpark Medical Building, 100 NW 170th Street, North Miami Beach, Florida (the "**Property**")

Ladies and Gentlemen:

The undersigned, **MIAMI-DADE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida ("**County**"), as a party to that certain Cross Easement Agreement dated January 1, 1992 (the "**Easement**"), originally between North Miami Medical Center, Ltd., Northpark Professional Building Ltd. and RHC Parkway, Inc. (the "**Original Parties**"), hereby represents and certifies to Lender, as of the date hereof:

1 County has the fee interest the Property and the adjacent property described on Exhibit A attached hereto, and Northpark Professional Group, LLC ("**Northpark**") has a leasehold interest the Property. Each of County and Northpark, as successors to the Original Easement Parties, are the only parties to the Easement.

2 The Easement is presently in full force and effect and has not been amended, modified or supplemented, except for that certain First Amendment to Cross Easement Agreement dated June 29, 2001.

3 To the best of County's knowledge, there is neither any default nor any event which, with the passage of time or the giving of notice, or both, would constitute a default under the Easement by either of the parties thereto, and neither County nor Northpark has any current offset, charge, lien, claim, termination right or defense under the Easement (although the Easement may provide for such rights upon the occurrence of certain events or conditions).

4 To the best of County's knowledge, there are no currently existing conditions which permit, or with the passage of time or the giving of notice, or both, will permit County or Northpark to exercise any right of termination under the Easement. Neither County nor Northpark has any option to cancel or terminate the Easement.

5 County has not assigned, transferred or encumbered any of its rights or obligations under the Easement.

6 Except for County's ownership of the fee interest in the Property, County does not have any right of first refusal or first offer with respect to the Property, option to purchase or lease all or any portion of the Property or option to expand its premises onto any portion of the Property.

7 Pursuant to Section 3.2 of the Easement, County agrees to send copies of all notices to Lender simultaneously with sending such notices to Northpark to the following address or at such other address as Lender or its loan servicer may provide for notice from time to time: 388 Greenwich Street, 19th Floor, New York, New York 10013, Attn: CMBS Real Estate Legal Notices.

8 County agrees that Lender shall have the right, but not the obligation, to cure any default by Northpark under the Easement and Lender shall be afforded (a) sixty (60) days to cure any such defaults, (b) in the event that any such default cannot, with reasonable diligence, be cured within such sixty-day period, such longer time as may be required to complete such cure, provided Lender notifies County of its intention to cure such default and Lender promptly commences and diligently pursues such cure to completion.

Lender, Northpark and their respective successors and assigns may rely upon the truth and accuracy of the certifications contained herein, and said certifications shall be binding upon any affiliate of County, and its successors and assigns, and inure to the benefit of Lender, County and their respective successors and assigns.

Very truly yours,

MIAMI-DADE COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

By: _____
Name:
Title:

EXHIBIT A

LEGAL DESCRIPTION (Northpark Building)

A portion of Lots 11, 12, 13, Block 3, and a portion of Lots 11, 12, 13, and 35, Block 4, and a portion of Northwest 170th Street, N.W. 1st Avenue and 20 foot alley adjacent thereof, all as shown on the plat of COMMERCIAL ARLINGTON, according to the plat thereof, recorded in Plat Book 30, Page 39, Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Lot 20, Block 2 of said Plat Book 30, Page 39; thence North 89E35'05" West, along the South line of said Lot 20 for 46.07 feet; thence South 00E10'26" West for 33.05 feet to the Point of Beginning of the hereinafter described parcel of land;

thence North 89E49'34" West for 228.67 feet; thence South 00E10'26" West for 25.33 feet; thence North 89E49'34" West for 8.67 feet; thence South 00E10'26" West for 44.17 feet; thence South 89E49'34" East for 8.67 feet; thence South 00E10'26" West for 21.17 feet; thence South 89E49'34" East for 228.67 feet; thence North 00E10'26" East for 21.17 feet; thence South 89E49'34" East for 8.67 feet; thence North 00E10'26" East for 44.17 feet; thence North 89E49'34" West for 8.67 feet; thence North 00E10'26" East for 25.33 feet to the Point of Beginning.

Agenda Item 16 (b) (7)
Executive Committee
January 24, 2011

RESOLUTION NO. PHT 01/11 – 021

RESOLUTION RATIFYING ACTION OF THE EXECUTIVE COMMITTEE APPROVING GROUND LEASE ESTOPPEL AND AGREEMENT BY AND BETWEEN MIAMI-DADE COUNTY, AS LANDLORD, AND NORTHPARK PROFESSIONAL GROUP, LLC, AS TENANT, RELATING TO THE MEDICAL OFFICE BUILDING LOCATED AT JACKSON NORTH MEDICAL CENTER, AND AUTHORIZING THE PRESIDENT OR HER DESIGNEE TO SUBMIT THE AGREEMENT TO THE BOARD OF COUNTY COMMISSIONERS FOR ITS APPROVAL AND EXECUTION THEREOF BY MIAMI-DADE COUNTY.

(Regginald Jordan, FACHE, Corporate Director, Support Services)

WHEREAS, this Board desires to accomplish the purposes outlined in the attached agenda item; and

WHEREAS, the President, Facilities Development and Fiscal Affairs, Purchasing and Budget Committees recommend approval; and

WHEREAS, the Executive Committee met on January 11, 2011 and approved the item; and

WHEREAS, this action was necessary to ensure the continued efficient operation of the Public Health Trust.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA that this Board hereby ratifies the action of the Executive Committee authorizing the President or her designee to submit the Ground Lease Estoppel and Agreement for the office building to the Board of County Commissioners for its approval and execution thereof by Miami-Dade County. The Ground Lease for the office building is dated April 9, 1987 and was recorded on May 18, 1987 in the Public Records of Miami-Dade County in official record book 3283 page 618. The Lease shall expire on April 8, 2052. This Ground Lease Estoppel and Agreement is necessary for Northpark Professional Group, LLC to obtain a loan to refinance the property from Citi

Global Markets Realty Group. Miami-Dade County is the Landlord and owner in the fee estate of the Property and is the Landlord under the Lease. The Lease is in full force and effect in accordance with its terms and has not been further assigned, supplemented, modified or otherwise amended, orally in writing, except as noted in the Background section of this resolution. As of the date hereof, no basic rent or additional rent is due from Tenant under the Lease. The Base Rent (as defined in the Lease) rent payable under the Lease is currently $33,801.12 annually plus any other amounts payable under the lease (such as sums, collectively, the "Rent"). In accordance with the recommendation set forth in the agenda item attached hereto and incorporated herein by reference.

Regginald Jordan, Corporate Director
Support Services Division

The foregoing resolution was offered by Dr. Rogers and the motion was seconded by Mr. Zilber as follows:

Jorge L. Arrizurieta	Aye
Gladys L. Ayala	Aye
John H. Copeland, III	Aye
Ernesto A. de la Fe	Aye
Joaquin del Cueto	Aye
Georgena D. Ford, RN	Absent
Abraham A. Galbut	Absent
Marcos J. Lapciuc	Aye
Angel Medina, Jr.	Aye
Stephen S. Nuell	Aye
Robin Reiter-Faragalli	Aye
Mark C. Rogers, M.D.	Aye
Judy Rosenbaum, Ed.D.	Aye
Martin G. Zilber	Aye
Commissioner Sally A. Heyman	Absent
Joe A Martinez, Chairman Miami-Dade County Board of County Commissioners	Absent

The Chairperson thereupon declared the resolution duly passed and adopted this 24th day of January 2011.

PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA

BY: Georgena D. Ford, RN
Georgena D. Ford, RN, Secretary

Approve by the County Attorney as to form and legal sufficiency _____

AGENDA ITEM
FISCAL AFFAIRS
12-14-10

REQUEST

Staff requests authorization for the President or her designee to submit the Ground Lease Estoppel and Agreement for the Office Building to the Board of County Commissioners for its approval and execution thereof by Miami-Dade County in an effort for Northpark Professional Group, Inc to obtain a loan from Citi Global Markets Realty Group to refinance their interest in the property.

BACKGROUND

The Ground Lease (for Office Building) is dated April 9, 1987, and shall expire on April 8, 2052. The property originally had a Memorandum of Lease wherein Parkway Regional Medical Center, Inc. is Lessor and Medvest Parking Limited Partnership is lessee at Official Records Book 13283, Page 618 ("Lease"). The landlord's interest in the ground lease was assigned by Parkway Regional Medical Center, Inc. to RHC Parkway, Inc. by document recorded in Official Records Book 14352, Page 938. The Assignment of Ground Lessor's interest in Lease to North Miami Medical Center, Ltd. by Assignment of Lease was dated December 24, 2003 and recorded February 13, 2004 in Official Records Book 22043, at Page 4842. The Assignment of Ground Lessee's interest from Medvest Limited Partnership to Northpark Professional Group, LLC by Assignment of Lease was dated February 11, 2004 and recorded February 13, 2004 in Official Records Book 22043, at Page 4763, together with Ground Lessor Estoppel and Agreement from North Miami Medical Center, Ltd to Northpark Professional Group, LLC recorded September 27, 2006 in Official Records Book 24950, Page 573. The Lease was then Assigned via Lease Assignment and Assumption Agreement by and between North Miami Medical Center, Ltd., a Florida limited liability company (Assignor) and Miami-Dade County, Florida, a Political Subdivision of the State of Florida (Assignee) dated December 15, 2006 recorded in Official Records Book 25202, Page 4176.

RECOMMENDATION

I concur with staff recommendation to authorize the President or her designee to submit the Ground Lease Estoppel and Agreement for the Office Building to the Board of County Commissioners for its approval and execution thereof by Miami-Dade County in an effort for Northpark Professional Group, Inc to obtain a loan from Citi Global Markets Realty Group to refinance their interest in the property.

Dr. Eneida Roldan, President and CEO
The Public Health Trust

GROUND LEASE ESTOPPEL AND AGREEMENT

(OFFICE BUILDING)

WHEREAS, **MIAMI-DADE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida (**"Landlord"**) is the holder of the landlord's interest in that certain Ground Lease (For Office Building) dated as of April 9, 1987 and as evidenced by a certain Memorandum of Ground Lease dated April 9, 1987 and recorded on May 18, 1987 in the Public Records of Miami-Dade County in Official Records Book 13283, page 618 (such lease, as heretofore or hereafter amended, modified, or assigned the **"Lease"**) with **NORTHPARK PROFESSIONAL GROUP, LLC**, a Florida limited liability company (**"Borrower"** or **"Tenant"**);

WHEREAS, Borrower is desirous of obtaining a loan (the **"Loan"**) from **CITI GLOBAL MARKETS REALTY GROUP**, a New York corporation (such entity and its successors and assigns, **"Lender"**), which such Loan shall be secured by a certain Consolidated, Amended and Restated Leasehold Mortgage and Security Agreement given by Borrower to Lender (the **"Security Instrument"**) which shall encumber Tenant's interest in the Lease which encumbers the property more particularly described on Exhibit A attached hereto (the **"Property"**);

WHEREAS, Lender is unwilling to make the Loan unless Landlord makes the representations, covenants and agreements set forth herein;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord hereby represents, covenants and agrees this _____ day of _____, 2011 as follows:

1. Landlord hereby consents to the Loan by Lender.

2. Landlord hereby certifies as follows:

(a) Landlord is the owner of the fee estate in the Property and is the landlord under the Lease.

(b) Tenant is the owner of the leasehold estate in the Property and is the tenant under the Lease.

(c) The Lease is in full force and effect in accordance with its terms and has not been further assigned, supplemented, modified or otherwise amended, orally or in writing, except as set forth in Exhibit B attached hereto and each of the obligations on Landlord's part to be performed to date under the Lease or under any other agreement described in Exhibit B attached hereto have been performed.

(d) To the best of Landlord's knowledge, neither Tenant nor Landlord is in breach of, or in default under, the Lease, and Landlord knows of no event or condition, which, with the passage of time or the giving of notice or both, would

constitute such a breach or default by Tenant or Landlord under the Lease. To the best of Landlord's knowledge, each of the obligations on Tenant's part to be performed to date under the Lease or under any other agreement described in Exhibit B attached hereto have been performed.

(e) To the best of Landlord's knowledge, Tenant has no offsets, counterclaims, defenses, deductions or credits whatsoever with respect to the Lease, or any amounts owing under any other agreement described in Exhibit B attached hereto.

(f) None of the matters set forth in Exhibit B attached hereto are untrue or incorrect and, without limitation on the foregoing, there are, with respect to the Lease, no options to renew or extend, and no security deposits escrows or prepaid rent or liens, except as set forth herein. Tenant does not have any rights to purchase the Property. Tenant's exercise of any rights of first refusal, options to renew, extend or terminate the Ground Lease or purchase any portion of the Property shall not be effective unless consented to in writing by Lender.

(g) Except as set forth in Exhibit B attached hereto, there do not exist any other agreements (including, without limitation, subordination, non-disturbance and attornment agreements) concerning the Property, whether oral or written between Landlord and Tenant (or their respective predecessors or successors) under the Lease.

(h) As of the date hereof, no basic rent or additional rent is due from Tenant under the Lease. The Base Rent (as defined in the Lease) rent payable under the Lease is currently **$33,801.12 annually (billed monthly at $2,816.76)** plus any other amounts payable under the Lease (such sums, collectively, the **"Rent"**). There are no other rents, additional rents or other charges due and payable under the Lease other than the Rent.

(i) Tenant does not make any type of escrow deposits with Landlord, and Landlord does not hold any type of deposit from Tenant (for security or otherwise).

(j) The term commencement date of the Lease was April 9, 1987, and the initial term of the Lease shall expire on April 8, 2052 (the **"Expiration Date"**). Tenant does not have any rights to renew, extend or terminate the Ground Lease, except for __NONE___.

(k) Neither Landlord nor Tenant has assigned the Lease or its interest in the Property.

(l) Landlord has not assigned, conveyed, transferred, sold, encumbered or mortgaged its interest in the Lease or the Property and there are currently no mortgages, deeds of trust or other security interests encumbering Landlord's fee interest in the Property and no third party has an option or preferential right to purchase all or any part of the fee interest in the Property. Landlord agrees that if it elects to encumber the fee interest in the Property, Landlord will cause any such lender to enter into an agreement with Lender that is reasonably satisfactory to Lender to evidence the

subordination of any lien relating thereto to the lien created by the Security Instrument and to Tenant's interest in the Ground Lease.

(m) Landlord has not received written notice of any pending eminent domain proceedings and Landlord has not received any notice that it is in violation of any governmental law or regulation applicable to its fee interest in the Property and its operation thereon, including, without limitation, any environmental laws or the Americans with Disabilities Act, and has no reason to believe that there are grounds for any claim or such violation.

(n) No bankruptcy proceedings, whether voluntary or otherwise, are pending, or to Landlord's knowledge, threatened, against Landlord.

(o) The Lease attached hereto as Exhibit C is a true, correct and complete copy thereof.

3. Landlord hereby covenants and agrees that the Lease shall not be modified, terminated, amended, altered, subordinated or cancelled, nor shall a surrender of the property demised under the Lease (the **"Premises"**) be accepted by Landlord before the Expiration Date without the prior written consent of Lender, which shall not be unreasonably withheld, and that any such action taken without Lender's consent shall not be binding on Borrower or Tenant or Lender.

4. The parties hereto acknowledge that the current use of the Property complies with the use provisions of Section 4 of the Lease.

5. Landlord hereby covenants and agrees that Landlord shall deliver to Lender at the address set forth below (or such other address as may be designated by Lender) written notice of any default by Tenant under the Lease simultaneously with sending such notice to Tenant and that no notice of default given to Tenant, and no exercise of any remedy by Landlord as a result of any such default, shall be effective unless such notice shall have been delivered to Lender. Landlord hereby covenants and agrees that Lender shall have the right, but not the obligation, to cure any default by Tenant under the Lease and Lender shall be afforded (a) sixty (60) days to cure any such default, (b) in the event that any such default cannot, with reasonable diligence, be cured within such sixty (60) day period, such longer time as may be required to complete such cure, provided Lender notifies Landlord of its intention to cure such default and Lender promptly commences and diligently pursues such cure to completion, and (c) in the event that such default is incapable of cure by Lender, such time as may be required for Lender to gain possession of Tenant's interest under the Lease pursuant to the terms of the Loan Agreement and Security Instrument, provided Lender notifies Landlord of its intention to cure such default and Lender promptly commences and diligently pursues such cure to completion.

When sending notice to Lender, send to: Citi Global Markets Realty Corp., 388 Greenwich Street, 19th Floor, New York, New York 10013, Attn: CMBS Real Estate Legal Notices.

6. Landlord hereby agrees that Tenant shall have the right to assign or sublet Tenant's interest under the Lease to Lender, its successors or assigns, without the consent of

Landlord, and in the event that Tenant's interest under the Lease is so assigned or sublet to Lender, its successors or assigns (as applicable, the "**Assignee**"), such Assignee shall have the right to further assign or sublet the Tenant's interest in the Lease without the need to obtain the consent of Landlord. The Assignee shall not be liable for any act, omission and/or breach of the Ground Lease by any prior tenant, and the Assignee shall only be liable for obligations under the Ground Lease first arising from and after the date the Assignee acquires the leasehold estate. The Assignee shall have the right to assign and transfer the Ground Lease without first obtaining Landlord's consent. Upon any transfer or assignment of the Ground Lease by the Assignee, the Assignee shall be automatically released and discharged from all liability thereafter accruing under the Ground Lease.

7. Upon Lender's written request, Landlord shall provide Lender with an estoppel certificate which shall certify to Lender (a) as to the amount and status of all rent payments and security deposits under the Lease, (b) as to the full satisfaction and compliance by Tenant of any other conditions required under the Lease, (c) that Tenant is not in default in the payment, performance or observance of any other condition or covenant to be performed or observed by Tenant thereunder, (d) that there are no offsets or counterclaims on the part of Landlord, and (e) as to such other matters related to the Lease as Lender may reasonably determine from time to time.

8. There shall be no merger of the Lease or any interest in the Lease or of the leasehold estate created thereby with the fee estate in the Property, by reason of the fact that the Lease or such interest therein, or such leasehold estate may be directly or indirectly held by or for the account of any person who shall hold the fee estate in the Property, or any interest in such fee estate, nor shall there be such a merger by reason of the fact that all or any part of the leasehold estate created by the Lease may be conveyed or mortgaged in a leasehold mortgage or deed of trust to a mortgagee or beneficiary who shall hold the fee estate in the Property or any interest of Landlord under the Lease.

9. Landlord hereby covenants and agrees that, in the event that (i) the Lease is terminated for any reason including, without limitation, as a result of a rejection of the Lease in a bankruptcy proceeding, or (ii) Lender effects a foreclosure of Tenant's interest in the lease, or accepts a deed in lieu of such foreclosure, upon Lender's request, Landlord shall enter into a new ground lease with Lender and such new ground lease shall be upon the same terms and conditions of the unexpired term of the Lease immediately prior to such termination.

10. Landlord hereby confirms with respect to the new ground lease referred to in paragraph 9 above that, should Lender become the tenant under a new lease:

(a) title to all improvements now owned by Tenant, situate on the Premises shall automatically vest in Lender; and

(b) Landlord shall promptly assign to Lender all space leases and subleases under which the tenants have attorned, with consent of Lender, to Landlord.

11. In the event of a casualty or condemnation to the Property, the terms and conditions of the Security Instrument shall prevail.

12. All of the leasehold mortgagee protection provisions contained in the Lease that inure to the benefit of leasehold mortgagees or their successors and assigns, including, without limitation Section 6 of the Lease, are hereby incorporated into this Ground Lease Estoppel and Agreement (this "**Agreement**") by reference and restated and confirmed by Landlord for the benefit of Lender, its successors and assigns.

13. Landlord hereby agrees that Lender shall have the right, pursuant to the terms of the Lease, to exercise any option to renew the term of the Lease, if any, if the Tenant shall fail to exercise any such option.

14. Landlord hereby covenants and agrees that Lender shall be entitled to participate in any arbitration proceeding pursuant to the Lease.

15. Landlord's interest, if any, in and to any personal property owned by Tenant and located at the Property and any subleases entered into by Tenant for all or any portion of the Property and the rents, issues and profits therefrom are and shall remain subordinate to the lien of the Security Instrument.

16. Landlord agrees not to disturb the possession of any subtenants under subleases so long as such subtenants do not violate any terms of the Lease.

17. This Agreement and the representations, warranties and covenants contained herein are given with the understanding that this Agreement constitutes a material inducement for Lender in making the Loan to Borrower and that Lender shall rely hereon in making the Loan to Borrower. Lender may at any time, without Landlord's consent, sell, assign, participate or securitize all or any portion of Lender's rights and obligations under the Security Instrument, and any such sale, assignment, participation or securitization may be to one or more financial institutions or other entities, to private investors, and/or into the public securities market, in Lender's sole discretion. This Agreement and the representations, warranties and covenants contained herein shall inure to the benefit of Lender, its successors and assigns (including, without limitation, each and every owner and holder of the Loan, each person who, pursuant to proceedings to enforce the Security Instrument or conveyance in lieu of such proceedings, may succeed to Tenant's interest under the Lease and each person who may thereafter acquire Tenant's interest under the Lease by purchase or otherwise) and shall be binding on Landlord, its heirs, legal representatives, successors and assigns and Landlord further agrees that this Agreement may be relied upon by Lender, its successors and assigns and any nationally recognized statistical rating agency rating any securities issued in connection with the Loan or any portion thereof or any interest therein. To the extent that there are any conflicts between the terms of this Estoppel and the Lease, the terms of this Estoppel shall control.

18. This instrument may be recorded in the applicable recording office in the County and State in which the Property is located.

19. The parties hereto agree that the "Option Agreement" mentioned in Section 10(c) of the Lease is not in force or effect and neither Landlord nor Tenant shall have any rights under such "Option Agreement". To such agreement exists, or to the extent any party

hereto has any rights thereunder, such parties agree hereby that such "Option Agreement" is null and void.

20. The parties hereto agree that the "Rental Subsidy Agreement" mentioned in Section 8(A)(3) of the Lease is not in force or effect and neither Landlord nor Tenant shall have any rights under such "Rental Subsidy Agreement". To such agreement exists, or to the extent any party hereto has any rights thereunder, such parties agree hereby that such "Option Agreement" is null and void.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first written above.

LANDLORD:

MIAMI-DADE COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

By: _____
Name:
Title:

STATE OF FLORIDA)

)
COUNTY OF MIAMI-DADE)

I, _____, a Notary Public in and for the said County in the State aforesaid, do hereby certify that _____, known to me to be the same person whose name is subscribed to the foregoing instrument as _____ of **MIAMI-DADE COUNTY, FLORIDA** appeared before me this day in person and acknowledged that he/she, being thereunto duly authorized, signed, and delivered the said instrument as the free and voluntary act of said limited liability company, and as his/her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2011.

_____
NOTARY PUBLIC, STATE OF_____
(Name of Notary Public, Print, Stamp or Type as Commissioned)
☐Personally known to me, or
☐Produced Identification

_____
(Type of Identification Produced)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACCEPTED AND AGREED TO:

TENANT:

NORTHPARK PRFESSIONAL GROUP, LLC, a
Florida limited liability company

By:_____
Name: Marc A Osheroff
Title: Authorized Manager

STATE OF FLORIDA)

)
COUNTY OF MIAMI-DADE)

I, Jennifer Vazquez, a Notary Public in and for the said County in the State aforesaid, do hereby certify that _**Marc A Osheroff**, known to me to be the same person whose name is subscribed to the foregoing instrument as _**Authorized Officer** of **NORTHPARK PROFESSIONAL GROUP, LLC**, a Florida limited liability company, appeared before me this day in person and acknowledged that he/she, being thereunto duly authorized, signed, and delivered the said instrument as the free and voluntary act of said limited liability company, and as his/her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of February, 2011.

NOTARY PUBLIC-STATE OF FLORIDA
Jennifer Vazquez
Commission # DD793240
Expires: MAY 29, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

NOTARY PUBLIC, STATE OF_____
(Name of Notary Public, Print, Stamp or
Type as Commissioned)
[✓] Personally known to me, or
[ ] Produced Identification

EXHIBIT A

LEGAL DESCRIPTION

A portion of Block 5, of AOLETA TERRACE@, according to the plat thereof, recorded in Plat Book 8, at Page 117, of the Public Records Miami-Dade County, Florida, and a portion of N.W. 169th Street (Warren Street) as shown on said plat of AOLETA TERRACE@, which was previously vacated and abandoned from public use, being more particularly described as follows:

Commence at the centerline intersection of N.W. 2nd Avenue and N.W. 168th Street, as shown on said plat of AOLETA TERRACE@, thence run S 89E29'00" E, along the centerline of N.W. 168th Street, for 119.20 feet; thence run North for 30.00 feet to the South line of said Block 5 and the point of beginning of hereinafter described parcel of land:

From said point of beginning, thence run N 89E29'00" W, along the South line of said Block 5, for 59.42 feet to the point of curvature of a circular curve to the right; thence run Northwesterly and Northerly along the arc of said curve to the right, concave to the Northeast, having for its elements a central angle of 89E29'00", a radius of 25.00 feet, for an arc distance of 39.04 feet to the point of tangency of said curve; thence run North along the West line of said Block 5 and the Northerly extension, for 256.22 feet; thence run East for 84.20 feet, thence run South for 281.76 feet to the point of beginning.

EXHIBIT B

Ground Lease (For Office Building) dated as of April 9, 1987, by and between Parkway Regional Medical Center, Inc., a Florida corporation, as lessor, and Medvest Limited Partnership, a Pennsylvania limited partnership, as lessee; as assigned by that Assignment of Lessor's Interest in Lease dated as of November 20, 1989, by Parkway Regional Medical Center, Inc., a Florida limited partnership, to RHC Parkway, Inc., a Delaware corporation; as further assigned by that Assignment of Landlord's Interest in Ground Lease (For Office Building) dated as of December 24, 2003, by RHC Parkway, Inc., a Delaware corporation, to North Miami Medical Center, Ltd., a Florida limited partnership; as assigned by that Assignment and Assumption of Ground Leases and Sublease dated as of February 11, 2004, by Medvest Limited Partnership, a Pennsylvania limited partnership, to Borrower; as further assigned by that Lease Assignment and Assumption Agreement dated December 15, 2006, by North Miami Medical Center, Ltd., a Florida partnership, to Miami-Dade County, Florida, a Political Subdivision of the State of Florida.

EXHIBIT C

LEASE

Exhibit C is the original lease agreement between the tenant and owner, and is available for review upon request.

Agenda Item 16 (b) (8)
Executive Committee
January 24, 2011

RESOLUTION NO. PHT 01/11 – 022

RESOLUTION RATIFYING ACTION OF THE EXECUTIVE COMMITTEE APPROVING GROUND LEASE ESTOPPEL AND AGREEMENT BY AND BETWEEN MIAMI-DADE COUNTY, AS LANDLORD, AND NORTHPARK PROFESSIONAL GROUP, LLC, AS TENANT, RELATING TO THE NORTHPARK BUILDING LOCATED AT JACKSON NORTH MEDICAL CENTER, AND AUTHORIZING THE PRESIDENT OR HER DESIGNEE TO SUBMIT THE AGREEMENT TO THE BOARD OF COUNTY COMMISSIONERS FOR ITS APPROVAL AND EXECUTION THEREOF BY MIAMI-DADE COUNTY.

(Regginald Jordan, FACHE, Corporate Director, Support Services)

WHEREAS, this Board desires to accomplish the purposes outlined in the attached agenda item; and

WHEREAS, the President, Facilities Development and Fiscal Affairs, Purchasing and Budget Committees recommend approval; and

WHEREAS, the Executive Committee met on January 11, 2011 and approved the item; and

WHEREAS, this action was necessary to ensure the continued efficient operation of the Public Health Trust.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA that this Board hereby ratifies the action of the Executive Committee authorizing the President or her designee to submit the Ground Lease Estoppel and Agreement for the Northpark Building to The Board of County Commissioners for its approval and execution thereof by the Miami-Dade County. The Ground Lease for the office Building is dated January 1, 1992 and is evidenced by a Memorandum of Ground Lease Dated April 9, 1987 and Recorded on February 2, 1994 in the Public Records of Miami-Dade County in official records book 16234 page 783.

The Lease shall expire on November 29, 2019. This Ground Lease Estoppel and Agreement is necessary for Northpark Professional Group, LLC to obtain a loan to refinance the property from Citi Global Markets Realty Group. Miami-Dade County is the Landlord and owner in the fee estate of the Property and is the Landlord under the Lease. The Lease is in full force and effect in accordance with its terms and has not been further assigned, supplemented, modified or otherwise amended, orally in writing, except as noted in the Background section of this resolution. As of the date hereof, no basic rent or additional rent is due from Tenant under the Lease. The Base Rent (as defined in the Lease) rent payable under the Lease is currently $45,000 annually plus any other amounts payable under the lease (such as sums, collectively, the "Rent").

Regginald Jordan, Corporate Director
Support Services Division

The foregoing resolution was offered by Dr. Rogers and the motion was seconded by Mr. Zilber as follows:

Jorge L. Arrizurieta	Aye
Gladys L. Ayala	Aye
John H. Copeland, III	Aye
Ernesto A. de la Fe	Aye
Joaquin del Cueto	Aye
Georgena D. Ford, RN	Absent
Abraham A. Galbut	Absent
Marcos J. Lapciuc	Aye
Angel Medina, Jr.	Aye
Stephen S. Nuell	Aye
Robin Reiter-Faragalli	Aye
Mark C. Rogers, M.D.	Aye
Judy Rosenbaum, Ed.D.	Aye
Martin G. Zilber	Aye
Commissioner Sally A. Heyman	Absent
Joe A Martinez, Chairman Miami-Dade County Board of County Commissioners	Absent

The Chairperson thereupon declared the resolution duly passed and adopted this 24th day of January 2011.

PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA

BY: Georgena D. Ford, RN
Georgena D. Ford, RN, Secretary

Approve by the County Attorney as to form and legal sufficiency RS

FACILITIES DEVELOPMENT COMMITTEE
12-14-10
AGENDA ITEM
FISCAL AFFAIRS
12-14-10

REQUEST

Staff requests authorization for the President or her designee to submit the Ground Lease Estoppel and Agreement for the Northpark Building to the Board of County Commissioners for its approval and execution thereof by the Miami-Dade County. This Ground Lease Estoppel and Agreement is necessary for Northpark Professional Group, LLC to obtain a loan from Citi Global markets Realty Group.

BACKGROUND

The Ground Sublease is effective as of January 1, 1992 establishing the subleasehold estate between North Miami Medical Center, Ltd., a Florida limited partnership, as Sublessor, and Northpark Professional Building, Ltd., a Florida limited partnership, as Sublessee, and executed by RHC Parkway, Inc., the owner of the fee simple estate to acknowledge certain provisions of the sublease. The Memorandum of which is recorded in Official Records Book 16234, Page 783, as modified by Addendum to Ground Sublease dated January 1, 1992, and Assignment and Assumption of Ground Sublease Agreement dated May 7, 1997 between Northpark Professional Building, Ltd., a Florida limited partnership, and AHP of Florida, Inc., a Florida corporation, recorded May 8, 1997 in Official Records Book 17631, Page 3848, with Health Care Property Investors, Inc. being the successor to AHP of Florida, Inc. by merger, and Ground Sublease Estoppel dated June 12, 2001 from Sublessor, North Miami Medical Center, Ltd. An Amendment to Ground Sublease is dated June 29, 2001 between North Miami Medical Center, Ltd. and Northpark Professional Group, LLC. Assignment of Ground Sublease dated June 29, 2001 between Health Care Property Investors, Inc. and Northpark Professional Group, LLC, recorded July 3, 2001 in Official Records Book 19754 at Page 4453, and Memorandum of Amendment to Ground Sublease dated June 29, 2001 recorded July 6, 2001 in Official Records Book 19762 at Page 3012, of the Public Records of Miami-Dade County, Florida, as amended by Lease Amendment dated September 12, 2003 and recorded February 13, 2004 in Official Records Book 22043, at Page 4747, together with Ground Sublessor Estoppel and Agreement recorded September 27, 2006 in Official Records Book 24950, Page 603 between RHC Parkway, Inc. and North Miami Medical Center, Ltd., and Lease Assignment and Assumption Agreement by and between North Miami Medical Center, Ltd., a Florida limited liability company (Assignor) and Miami-Dade County, Florida, a Political Subdivision of the State of Florida (Assignee) dated December 15, 2006 recorded in Official Records Book 25202, Page 4176.

RECOMMENDATION

I concur with staff recommendation to authorize the President or her designee to submit the Ground Lease Estoppel and Agreement for the Northpark Building to the Board of county Commissioners for its approval and execution thereof by the Miami-Dade County in an effort for Northpark Professional Group, Inc to obtain a loan from Citi Global Markets Realty Group to refinance their interest in the property.

_____
Dr. Eneida Roldan, President and CEO
The Public Health Trust

GROUND LEASE ESTOPPEL AND AGREEMENT

(NORTHPARK BUILDING)

WHEREAS, **MIAMI-DADE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida (**"Landlord"**) is the holder of the landlord's interest in that certain Ground Sublease dated as of January 1, 1992 and as evidenced by a certain Memorandum of Ground Lease dated April 9, 1987 and recorded on February 2, 1994 in the Public Records of Miami-Dade County in Official Records Book 16234, page 0783 (such lease, as heretofore or hereafter amended, modified, or assigned the **"Lease"**) with **NORTHPARK PROFESSIONAL GROUP, LLC**, a Florida limited liability company (**"Borrower"** or **"Tenant"**);

WHEREAS, Borrower is desirous of obtaining a loan (the **"Loan"**) from **CITI GLOBAL MARKETS REALTY GROUP**, a New York corporation (such entity and its successors and assigns, **"Lender"**), which such Loan shall be secured by a certain Consolidated, Amended and Restated Leasehold Mortgage and Security Agreement given by Borrower to Lender (the **"Security Instrument"**) which shall encumber Tenant's interest in the Lease which encumbers the property more particularly described on Exhibit A attached hereto (the **"Property"**);

WHEREAS, Lender is unwilling to make the Loan unless Landlord makes the representations, covenants and agreements set forth herein;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord hereby represents, covenants and agrees this _____ day of _____, 2011 as follows:

1. Landlord hereby consents to the Loan by Lender.

2. Landlord hereby certifies as follows:

(a) Landlord is the owner of the fee estate in the Property and is the landlord under the Lease.

(b) Tenant is the owner of the leasehold estate in the Property and is the tenant under the Lease.

(c) The Lease is in full force and effect in accordance with its terms and has not been further assigned, supplemented, modified or otherwise amended, orally or in writing, except as set forth in Exhibit B attached hereto and each of the obligations on Landlord's part to be performed to date under the Lease or under any other agreement described in Exhibit B attached hereto have been performed.

(d) To the best of Landlord's knowledge, neither Tenant nor Landlord is in breach of, or in default under, the Lease, and Landlord knows of no event or condition, which, with the passage of time or the giving of notice or both, would constitute such a breach or default by Tenant or Landlord under the Lease. To the best of

Landlord's knowledge, each of the obligations on Tenant's part to be performed to date under the Lease or under any other agreement described in Exhibit B attached hereto have been performed.

(e) To the best of Landlord's knowledge, Tenant has no offsets, counterclaims, defenses, deductions or credits whatsoever with respect to the Lease, or any amounts owing under any other agreement described in Exhibit B attached hereto.

(f) None of the matters set forth in Exhibit B attached hereto are untrue or incorrect and, without limitation on the foregoing, there are, with respect to the Lease, no options to renew or extend, and no security deposits escrows or prepaid rent or liens, except as set forth herein. Tenant does not have any rights to purchase the Property. Tenant's exercise of any rights of first refusal, options to renew, extend or terminate the Ground Lease or purchase any portion of the Property shall not be effective unless consented to in writing by Lender.

(g) Except as set forth in Exhibit B attached hereto, there do not exist any other agreements (including, without limitation, subordination, non-disturbance and attornment agreements) concerning the Property, whether oral or written between Landlord and Tenant (or their respective predecessors or successors) under the Lease.

(h) As of the date hereof, no basic rent or additional rent is due from Tenant under the Lease. The Base Rent (as defined in the Lease) rent payable under the Lease is **$45,000.00 annually (billed annually)** (as increased under a calculation under paragraph 3.3 of the Lease as a CPI increase with a floor and ceiling) plus any other amounts payable under the Lease (such sums, collectively, the **"Rent"**). There are no other rents, additional rents or other charges due and payable under the Lease other than the Rent.

(i) Tenant does not make any type of escrow deposits with Landlord, and Landlord does not hold any type of deposit from Tenant (for security or otherwise).

(j) The term commencement date of the Lease was January 1, 1992, and the current term of the Lease shall expire on November 29, 2019 (the **"Expiration Date"**). Tenant does not have any rights to renew, extend or terminate the Ground Lease, except for seven (7) additional ten-year extension options, each of which shall extend the then-existing Lease term automatically. Tenant agrees and acknowledges that Tenant shall not exercise its right to cancel or terminate the automatic renewal terms of the Lease pursuant to Section 20 of the Lease without the prior written consent of Lender, and Landlord agrees not to accept such notice or exercise of such option from Tenant.

(k) Neither Landlord nor Tenant has assigned the Lease or its interest in the Property.

(l) Landlord has not assigned, conveyed, transferred, sold, encumbered or mortgaged its interest in the Lease or the Property and there are currently no mortgages, deeds of trust or other security interests encumbering Landlord's fee interest in the Property and no third party has an option or preferential right to purchase

all or any part of the fee interest in the Property. Landlord agrees that if it elects to encumber the fee interest in the Property, Landlord will cause any such lender to enter into an agreement with Lender that is reasonably satisfactory to Lender to evidence the subordination of any lien relating thereto to the lien created by the Security Instrument and to Tenant's interest in the Ground Lease.

(m) Landlord has not received written notice of any pending eminent domain proceedings and Landlord has not received any notice that it is in violation of any governmental law or regulation applicable to its fee interest in the Property and its operation thereon, including, without limitation, any environmental laws or the Americans with Disabilities Act, and has no reason to believe that there are grounds for any claim or such violation.

(n) No bankruptcy proceedings, whether voluntary or otherwise, are pending, or to Landlord's knowledge, threatened, against Landlord.

(o) The Lease attached hereto as Exhibit C is a true, correct and complete copy thereof.

3. Landlord hereby covenants and agrees that the Lease shall not be modified, terminated, amended, altered, subordinated or cancelled, nor shall a surrender of the property demised under the Lease (the **"Premises"**) be accepted by Landlord before the Expiration Date without the prior written consent of Lender, which shall not be unreasonably withheld, and that any such action taken without Lender's consent shall not be binding on Borrower or Tenant or Lender.

4. The parties hereto acknowledge that the current use of the Property complies with the use provisions of Section 4 of the Lease.

5. Landlord hereby covenants and agrees that Landlord shall deliver to Lender at the address set forth below (or such other address as may be designated by Lender) written notice of any default by Tenant under the Lease simultaneously with sending such notice to Tenant and that no notice of default given to Tenant, and no exercise of any remedy by Landlord as a result of any such default, shall be effective unless such notice shall have been delivered to Lender. Landlord hereby covenants and agrees that Lender shall have the right, but not the obligation, to cure any default by Tenant under the Lease and Lender shall be afforded (a) sixty (60) days to cure any such default, (b) in the event that any such default cannot, with reasonable diligence, be cured within such sixty (60) day period, such longer time as may be required to complete such cure, provided Lender notifies Landlord of its intention to cure such default and Lender promptly commences and diligently pursues such cure to completion, and (c) in the event that such default is incapable of cure by Lender, such time as may be required for Lender to gain possession of Tenant's interest under the Lease pursuant to the terms of the Loan Agreement and Security Instrument, provided Lender notifies Landlord of its intention to cure such default and Lender promptly commences and diligently pursues such cure to completion.

When sending notice to Lender, send to: Citi Global Markets Realty Corp., 388 Greenwich Street, 19th Floor, New York, New York 10013, Attn: CMBS Real Estate Legal Notices.

6. Landlord hereby agrees that Tenant shall have the right to assign or sublet Tenant's interest under the Lease to Lender, its successors or assigns, without the consent of Landlord, and in the event that Tenant's interest under the Lease is so assigned or sublet to Lender, its successors or assigns (as applicable, the "**Assignee**"), such Assignee shall have the right to further assign or sublet the Tenant's interest in the Lease without the need to obtain the consent of Landlord. The Assignee shall not be liable for any act, omission and/or breach of the Ground Lease by any prior tenant, and the Assignee shall only be liable for obligations under the Ground Lease first arising from and after the date the Assignee acquires the leasehold estate. The Assignee shall have the right to assign and transfer the Ground Lease without first obtaining Landlord's consent. Upon any transfer or assignment of the Ground Lease by the Assignee, the Assignee shall be automatically released and discharged from all liability thereafter accruing under the Ground Lease.

7. Upon Lender's written request, Landlord shall provide Lender with an estoppel certificate which shall certify to Lender (a) as to the amount and status of all rent payments and security deposits under the Lease, (b) as to the full satisfaction and compliance by Tenant of any other conditions required under the Lease, (c) that Tenant is not in default in the payment, performance or observance of any other condition or covenant to be performed or observed by Tenant thereunder, (d) that there are no offsets or counterclaims on the part of Landlord, and (e) as to such other matters related to the Lease as Lender may reasonably determine from time to time.

8. There shall be no merger of the Lease or any interest in the Lease or of the leasehold estate created thereby with the fee estate in the Property, by reason of the fact that the Lease or such interest therein, or such leasehold estate may be directly or indirectly held by or for the account of any person who shall hold the fee estate in the Property, or any interest in such fee estate, nor shall there be such a merger by reason of the fact that all or any part of the leasehold estate created by the Lease may be conveyed or mortgaged in a leasehold mortgage or deed of trust to a mortgagee or beneficiary who shall hold the fee estate in the Property or any interest of Landlord under the Lease.

9. Landlord hereby covenants and agrees that, in the event that (i) the Lease is terminated for any reason including, without limitation, as a result of a rejection of the Lease in a bankruptcy proceeding, or (ii) Lender effects a foreclosure of Tenant's interest in the lease, or accepts a deed in lieu of such foreclosure, upon Lender's request, Landlord shall enter into a new ground lease with Lender and such new ground lease shall be upon the same terms and conditions of the unexpired term of the Lease immediately prior to such termination.

10. Landlord hereby confirms with respect to the new ground lease referred to in paragraph 9 above that, should Lender become the tenant under a new lease:

(a) title to all improvements now owned by Tenant, situate on the Premises shall automatically vest in Lender; and

(b) Landlord shall promptly assign to Lender all space leases and subleases under which the tenants have attorned, with consent of Lender, to Landlord.

11. In the event of a casualty or condemnation to the Property, the terms and conditions of the Security Instrument shall prevail.

12. All of the leasehold mortgagee protection provisions contained in the Lease that inure to the benefit of leasehold mortgagees or their successors and assigns, including, without limitation Section 6 of the Lease, are hereby incorporated into this Ground Lease Estoppel and Agreement (this "**Agreement**") by reference and restated and confirmed by Landlord for the benefit of Lender, its successors and assigns.

13. Landlord hereby agrees that Lender shall have the right, pursuant to the terms of the Lease, to exercise any option to renew the term of the Lease, if any, if the Tenant shall fail to exercise any such option.

14. Landlord hereby covenants and agrees that Lender shall be entitled to participate in any arbitration proceeding pursuant to the Lease.

15. Landlord's interest, if any, in and to any personal property owned by Tenant and located at the Property and any subleases entered into by Tenant for all or any portion of the Property and the rents, issues and profits therefrom are and shall remain subordinate to the lien of the Security Instrument.

16. Landlord agrees not to disturb the possession of any subtenants under subleases so long as such subtenants do not violate any terms of the Lease.

17. This Agreement and the representations, warranties and covenants contained herein are given with the understanding that this Agreement constitutes a material inducement for Lender in making the Loan to Borrower and that Lender shall rely hereon in making the Loan to Borrower. Lender may at any time, without Landlord's consent, sell, assign, participate or securitize all or any portion of Lender's rights and obligations under the Security Instrument, and any such sale, assignment, participation or securitization may be to one or more financial institutions or other entities, to private investors, and/or into the public securities market, in Lender's sole discretion. This Agreement and the representations, warranties and covenants contained herein shall inure to the benefit of Lender, its successors and assigns (including, without limitation, each and every owner and holder of the Loan, each person who, pursuant to proceedings to enforce the Security Instrument or conveyance in lieu of such proceedings, may succeed to Tenant's interest under the Lease and each person who may thereafter acquire Tenant's interest under the Lease by purchase or otherwise) and shall be binding on Landlord, its heirs, legal representatives, successors and assigns and Landlord further agrees that this Agreement may be relied upon by Lender, its successors and assigns and any nationally recognized statistical rating agency rating any securities issued in connection with the Loan or any portion thereof or any interest therein. To the extent that there are any conflicts between the terms of this Estoppel and the Lease, the terms of this Estoppel shall control.

18. This instrument may be recorded in the applicable recording office in the County and State in which the Property is located.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first written above.

LANDLORD:

MIAMI-DADE COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

By: _____
Name:
Title:

STATE OF FLORIDA)

)
COUNTY OF MIAMI-DADE)

I, _____, a Notary Public in and for the said County in the State aforesaid, do hereby certify that _____, known to me to be the same person whose name is subscribed to the foregoing instrument as _____ of **MIAMI-DADE COUNTY, FLORIDA** appeared before me this day in person and acknowledged that he/she, being thereunto duly authorized, signed, and delivered the said instrument as the free and voluntary act of said limited liability company, and as his/her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2011.

_____
NOTARY PUBLIC, STATE OF_____
(Name of Notary Public, Print, Stamp or
Type as Commissioned)
☐Personally known to me, or
☐Produced Identification

_____
(Type of Identification Produced)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACCEPTED AND AGREED TO:

TENANT:

NORTHPARK PRFESSIONAL GROUP, LLC, a
Florida limited liability company

By:_____
Name: Marc A Osheroff
Title: Authorized Manager

STATE OF FLORIDA)

)
COUNTY OF MIAMI-DADE)

I, Jennifer Vazquez, a Notary Public in and for the said County in the State aforesaid, do hereby certify that _**Marc A Osheroff**, known to me to be the same person whose name is subscribed to the foregoing instrument as _**Authorized Officer** of **NORTHPARK PROFESSIONAL GROUP, LLC**, a Florida limited liability company, appeared before me this day in person and acknowledged that he/she, being thereunto duly authorized, signed, and delivered the said instrument as the free and voluntary act of said limited liability company, and as his/her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of February, 2011.

NOTARY PUBLIC-STATE OF FLORIDA
Jennifer Vazquez
Commission #DD793240
Expires: MAY 29, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

NOTARY PUBLIC, STATE OF_____
(Name of Notary Public, Print, Stamp or
Type as Commissioned)
☑ Personally known to me, or
☐ Produced Identification

EXHIBIT A

LEGAL DESCRIPTION

A portion of Lots 11, 12, 13, Block 3, and a portion of Lots 11, 12, 13, and 35, Block 4, and a portion of Northwest 170th Street, N.W. 1st Avenue and 20 foot alley adjacent thereof, all as shown on the plat of COMMERCIAL ARLINGTON, according to the plat thereof, recorded in Plat Book 30, Page 39, Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Lot 20, Block 2 of said Plat Book 30, Page 39; thence North 89E35'05" West, along the South line of said Lot 20 for 46.07 feet; thence South 00E10'26" West for 33.05 feet to the Point of Beginning of the hereinafter described parcel of land;

thence North 89E49'34" West for 228.67 feet; thence South 00E10'26" West for 25.33 feet; thence North 89E49'34" West for 8.67 feet; thence South 00E10'26" West for 44.17 feet; thence South 89E49'34" East for 8.67 feet; thence South 00E10'26" West for 21.17 feet; thence South 89E49'34" East for 228.67 feet; thence North 00E10'26" East for 21.17 feet; thence South 89E49'34" East for 8.67 feet; thence North 00E10'26" East for 44.17 feet; thence North 89E49'34" West for 8.67 feet; thence North 00E10'26" East for 25.33 feet to the Point of Beginning.

EXHIBIT B

Ground Sublease dated as of January 1, 1992, by and between North Miami Medical Center, Ltd, a Florida limited partnership, as sublessor, and Northpark Professional Building, Ltd, a Florida limited partnership, as sublessee; as Assignment and Assumption of Ground Sublease Agreement dated as of May 7, 1997, by Northpark Professional Building, Ltd., a Florida limited partnership, to AHP of Florida, Inc., a Florida corporation; as further assigned by that Assignment of Ground Sublease dated as of June 29, 2001, by Health Care Property Investors, Inc, a Maryland corporation, as successor-by-merger to AHP of Florida, Inc., to Borrower; as amended by and between North Miami Medical Center, Ltd, a Florida limited partnership and Borrower; as further amended by Amendment to Ground Sublease dated September 12, 2004, by and between North Miami Medical Center, Ltd, a Florida limited partnership and Borrower; as further assigned by that Lease Assignment and Assumption Agreement dated December 15, 2006, by North Miami Medical Center, Ltd, a Florida limited partnership to Miami-Dade County, Florida, a Political Subdivision of the State of Florida.

EXHIBIT C

LEASE

Exhibit C is the original lease agreement between the tenant and owner, and is available for review upon request.

Agenda Item 16 (b) (9)
Executive Committee
January 24, 2011

RESOLUTION NO. PHT 01/11 – 023

RESOLUTION RATIFYING ACTION OF THE EXECUTIVE COMMITTEE APPROVING GROUND LEASE ESTOPPEL AND AGREEMENT BY AND BETWEEN MIAMI-DADE COUNTY, AS LANDLORD, AND NORTHPARK PROFESSIONAL GROUP, LLC, AS TENANT, RELATING TO THE PARKING GARAGE PROPERTY LOCATED AT JACKSON NORTH MEDICAL CENTER, AND AUTHORIZING THE PRESIDENT OR HER DESIGNEE TO SUBMIT THE AGREEMENT TO THE BOARD OF COUNTY COMMISSIONERS FOR ITS APPROVAL AND EXECUTION THEREOF BY THE MIAMI-DADE COUNTY

(Regginald Jordan, FACHE, Corporate Director, Support Services)

WHEREAS, this Board desires to accomplish the purposes outlined in the attached agenda item; and

WHEREAS, the President, Facilities Development and Fiscal Affairs, Purchasing and Budget Committees recommend approval; and

WHEREAS, the Executive Committee met on January 11, 2011 and approved the item; and

WHEREAS, this action was necessary to ensure the continued efficient operation of the Public Health Trust.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA that this Board hereby ratifies the action of the Executive Committee authorizing the President or her designee to submit the Ground Lease Estoppel and Agreement for the parking garage to the Board of County Commissioners for its approval and execution thereof by the Miami-Dade County. The Ground Lease for the parking garage is dated April 9, 1987 and is evidenced by a Memorandum of Ground Lease dated April 9, 1987 and was recorded on May 18, 1987 in the Public Records of Miami-Dade County in official records book 13283 page 622. This Lease shall expire on April 9, 2052. This Ground Lease Estoppel and Agreement is necessary for Northpark Professional Group, LLC to obtain a loan to refinance the property from Citi Global Markets Realty Group.

Miami-Dade County is the Landlord and owner in the fee estate of the Property and is the Landlord under the Lease. The Lease is in full force and effect in accordance with its terms and has not been further assigned, supplemented, modified or otherwise amended, orally in writing, except as noted in the Background section of this resolution. As of the date hereof, no basic rent or additional rent is due from Tenant under the Lease. The Base Rent (as defined in the Lease) rent payable under the Lease is currently $12.00 annually plus any other amounts payable under the lease (such as sums, collectively, the "Rent").

Regginald Jordan, Corporate Director
Support Services Division

The foregoing resolution was offered by Dr. Rogers and the motion was seconded by Mr. Zilber as follows:

Jorge L. Arrizurieta	Aye
Gladys L. Ayala	Aye
John H. Copeland, III	Aye
Ernesto A. de la Fe	Aye
Joaquin del Cueto	Aye
Georgena D. Ford, RN	Absent
Abraham A. Galbut	Absent
Marcos J. Lapciuc	Aye
Angel Medina, Jr.	Aye
Stephen S. Nuell	Aye
Robin Reiter-Faragalli	Aye
Mark C. Rogers, M.D.	Aye
Judy Rosenbaum, Ed.D.	Aye
Martin G. Zilber	Aye
Commissioner Sally A. Heyman	Absent
Joe A Martinez, Chairman Miami-Dade County Board of County Commissioners	Absent

The Chairperson thereupon declared the resolution duly passed and adopted this 24th day of January 2011.

PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA

BY: Georgena D. Ford, RN
Georgena D. Ford, RN, Secretary

Approve by the County Attorney as to form and legal sufficiency ES

FACILITIES DEVELOPMENT COMMITTEE
12-14-10
AGENDA ITEM 8G
FISCAL AFFAIRS
12-14-10

REQUEST

Staff requests authorization for the President or her designee submit the Ground Lease Estoppel and Agreement for the parking garage to the Board of County Commissioners for its approval and execution thereof by Miami-Dade County. This Ground Lease Estoppel and Agreement is necessary for Northpark Professional Group, LLC to obtain a loan from Citi Global markets Realty Group.

BACKGROUND

Ground Lease (for Parking Garage) is dated April 9, 1987 and Terms and Conditions of Memorandum of Lease wherein Parkway Regional Medical Center, Inc. is Lessor and Medvest Parking Limited Partnership is lessee at Official Records Book 13283, Page 622 ("Lease"). The landlord's interest in the ground lease was assigned by Parkway Regional Medical Center, Inc. to RHC Parkway, Inc. by document recorded in Official Records Book 14352, Page 924. Assignment of Ground Lessor's interest in Lease to North Miami Medical Center, Ltd. by Assignment of Lease dated December 24, 2003 and recorded February 13, 2004 in Official Records Book 22043, at Page 4846. Assignment of Ground Sublessee's interest from Medvest Parking Limited Partnership to Northpark Professional Group, LLC by Assignment of Lease dated February 11, 2004 and recorded February 13, 2004 in Official Records Book 22043, at Page 4763, together with Ground Lessor Estoppel and Agreement from North Miami Medical Center, Ltd to Northpark Professional Group, LLC recorded September 27, 2006 in Official Records Book 24950, Page 588.Lease Assignment and Assumption Agreement by and between North Miami Medical Center, Ltd., a Florida limited liability company (Assignor) and Miami-Dade County, Florida, a Political Subdivision of the State of Florida (Assignee) dated December 15, 2006 recorded in Official Records Book 25202, Page 4176.

RECOMMENDATION

I concur with staff recommendation to authorize the President or her designee to submit the Ground Lease Estoppel and Agreement for the Parking Garage to the Board of County Commissioners for its approval and execution thereof by Miami-Dade County in an effort for Northpark Professional Group, Inc to obtain a loan from Citi Global Markets Realty Group to refinance their interest in the property.

Dr. Eneida Roldan, President and CEO
The Public Health Trust

GROUND LEASE ESTOPPEL AND AGREEMENT

(PARKING GARAGE)

WHEREAS, **MIAMI-DADE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida (**"Landlord"**) is the holder of the landlord's interest in that certain Ground Lease (For Parking Garage) dated as of April 9, 1987 and as evidenced by a certain Memorandum of Ground Lease dated April 9, 1987 and recorded on May 18, 1987 in the the Public Records of Miami-Dade County in Official Records Book 13283, page 622 (such lease, as heretofore or hereafter amended, modified, or assigned the **"Lease"**) with **NORTHPARK PROFESSIONAL GROUP, LLC**, a Florida limited liability company (**"Borrower"** or **"Tenant"**);

WHEREAS, Borrower is desirous of obtaining a loan (the **"Loan"**) from **CITI GLOBAL MARKETS REALTY GROUP**, a New York corporation (such entity and its successors and assigns, **"Lender"**), which such Loan shall be secured by a certain Consolidated, Amended and Restated Leasehold Mortgage and Security Agreement given by Borrower to Lender (the **"Security Instrument"**) which shall encumber Tenant's interest in the Lease which encumbers the property more particularly described on Exhibit A attached hereto (the **"Property"**);

WHEREAS, Lender is unwilling to make the Loan unless Landlord makes the representations, covenants and agreements set forth herein;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord hereby represents, covenants and agrees this _____ day of _____, 2011 as follows:

1. Landlord hereby consents to the Loan by Lender.

2. Landlord hereby certifies as follows:

(a) Landlord is the owner of the fee estate in the Property and is the landlord under the Lease.

(b) Tenant is the owner of the leasehold estate in the Property and is the tenant under the Lease.

(c) The Lease is in full force and effect in accordance with its terms and has not been further assigned, supplemented, modified or otherwise amended, orally or in writing, except as set forth in Exhibit B attached hereto and each of the obligations on Landlord's part to be performed to date under the Lease or under any other agreement described in Exhibit B attached hereto have been performed.

(d) To the best of Landlord's knowledge, neither Tenant nor Landlord is in breach of, or in default under, the Lease, and Landlord knows of no event or condition, which, with the passage of time or the giving of notice or both, would constitute such a breach or default by Tenant or Landlord under the Lease. To the best of Landlord's knowledge, each of the obligations on Tenant's part to be performed to date

under the Lease or under any other agreement described in Exhibit B attached hereto have been performed.

(e) To the best of Landlord's knowledge, Tenant has no offsets, counterclaims, defenses, deductions or credits whatsoever with respect to the Lease, or any amounts owing under any other agreement described in Exhibit B attached hereto.

(f) None of the matters set forth in Exhibit B attached hereto are untrue or incorrect and, without limitation on the foregoing, there are, with respect to the Lease, no options to renew or extend, and no security deposits escrows or prepaid rent or liens, except as set forth herein. Tenant does not have any rights to purchase the Property. Tenant's exercise of any rights of first refusal, options to renew, extend or terminate the Ground Lease or purchase any portion of the Property shall not be effective unless consented to in writing by Lender.

(g) Except as set forth in Exhibit B attached hereto, there do not exist any other agreements (including, without limitation, subordination, non-disturbance and attornment agreements) concerning the Property, whether oral or written between Landlord and Tenant (or their respective predecessors or successors) under the Lease.

(h) As of the date hereof, no basic rent or additional rent is due from Tenant under the Lease. The Base Rent (as defined in the Lease) rent payable under the Lease is currently **$12.00 annually (billed monthly at $1.00)** plus any other amounts payable under the Lease (such sums, collectively, the **"Rent"**). There are no other rents, additional rents or other charges due and payable under the Lease other than the Rent.

(i) Tenant does not make any type of escrow deposits with Landlord, and Landlord does not hold any type of deposit from Tenant (for security or otherwise).

(j) The term commencement date of the Lease was April 9, 1987, and the initial term of the Lease shall expire on April 8, 2052 (the **"Expiration Date"**). Tenant does not have any rights to renew, extend or terminate the Ground Lease, except for ___NONE___.

(k) Neither Landlord nor Tenant has assigned the Lease or its interest in the Property.

(l) Landlord has not assigned, conveyed, transferred, sold, encumbered or mortgaged its interest in the Lease or the Property and there are currently no mortgages, deeds of trust or other security interests encumbering Landlord's fee interest in the Property and no third party has an option or preferential right to purchase all or any part of the fee interest in the Property. Landlord agrees that if it elects to encumber the fee interest in the Property, Landlord will cause any such lender to enter into an agreement with Lender that is reasonably satisfactory to Lender to evidence the subordination of any lien relating thereto to the lien created by the Security Instrument and to Tenant's interest in the Ground Lease.

(m) Landlord has not received written notice of any pending eminent domain proceedings and Landlord has not received any notice that it is in violation of any

governmental law or regulation applicable to its fee interest in the Property and its operation thereon, including, without limitation, any environmental laws or the Americans with Disabilities Act, and has no reason to believe that there are grounds for any claim or such violation.

(n) No bankruptcy proceedings, whether voluntary or otherwise, are pending, or to Landlord's knowledge, threatened, against Landlord.

(o) The Lease attached hereto as Exhibit C is a true, correct and complete copy thereof.

3. Landlord hereby covenants and agrees that the Lease shall not be modified, terminated, amended, altered, subordinated or cancelled, nor shall a surrender of the property demised under the Lease (the **"Premises"**) be accepted by Landlord before the Expiration Date without the prior written consent of Lender, which shall not be unreasonably withheld, and that any such action taken without Lender's consent shall not be binding on Borrower or Tenant or Lender.

4. The parties hereto acknowledge that the current use of the Property complies with the use provisions of Section 4 of the Lease.

5. Landlord hereby covenants and agrees that Landlord shall deliver to Lender at the address set forth below (or such other address as may be designated by Lender) written notice of any default by Tenant under the Lease simultaneously with sending such notice to Tenant and that no notice of default given to Tenant, and no exercise of any remedy by Landlord as a result of any such default, shall be effective unless such notice shall have been delivered to Lender. Landlord hereby covenants and agrees that Lender shall have the right, but not the obligation, to cure any default by Tenant under the Lease and Lender shall be afforded (a) sixty (60) days to cure any such default, (b) in the event that any such default cannot, with reasonable diligence, be cured within such sixty (60) day period, such longer time as may be required to complete such cure, provided Lender notifies Landlord of its intention to cure such default and Lender promptly commences and diligently pursues such cure to completion, and (c) in the event that such default is incapable of cure by Lender, such time as may be required for Lender to gain possession of Tenant's interest under the Lease pursuant to the terms of the Loan Agreement and Security Instrument, provided Lender notifies Landlord of its intention to cure such default and Lender promptly commences and diligently pursues such cure to completion.

When sending notice to Lender, send to: Citi Global Markets Realty Corp., 388 Greenwich Street, 19th Floor, New York, New York 10013, Attn: CMBS Real Estate Legal Notices.

6. Landlord hereby agrees that Tenant shall have the right to assign or sublet Tenant's interest under the Lease to Lender, its successors or assigns, without the consent of Landlord, and in the event that Tenant's interest under the Lease is so assigned or sublet to Lender, its successors or assigns (as applicable, the "**Assignee**"), such Assignee shall have the right to further assign or sublet the Tenant's interest in the Lease without the need to obtain the consent of Landlord. The Assignee shall not be liable for any act, omission and/or breach of the Ground Lease by any prior tenant, and the Assignee shall only be liable for obligations under the Ground Lease first arising from and after the date the Assignee acquires the leasehold estate.

The Assignee shall have the right to assign and transfer the Ground Lease without first obtaining Landlord's consent. Upon any transfer or assignment of the Ground Lease by the Assignee, the Assignee shall be automatically released and discharged from all liability thereafter accruing under the Ground Lease.

7. Upon Lender's written request, Landlord shall provide Lender with an estoppel certificate which shall certify to Lender (a) as to the amount and status of all rent payments and security deposits under the Lease, (b) as to the full satisfaction and compliance by Tenant of any other conditions required under the Lease, (c) that Tenant is not in default in the payment, performance or observance of any other condition or covenant to be performed or observed by Tenant thereunder, (d) that there are no offsets or counterclaims on the part of Landlord, and (e) as to such other matters related to the Lease as Lender may reasonably determine from time to time.

8. There shall be no merger of the Lease or any interest in the Lease or of the leasehold estate created thereby with the fee estate in the Property, by reason of the fact that the Lease or such interest therein, or such leasehold estate may be directly or indirectly held by or for the account of any person who shall hold the fee estate in the Property, or any interest in such fee estate, nor shall there be such a merger by reason of the fact that all or any part of the leasehold estate created by the Lease may be conveyed or mortgaged in a leasehold mortgage or deed of trust to a mortgagee or beneficiary who shall hold the fee estate in the Property or any interest of Landlord under the Lease.

9. Landlord hereby covenants and agrees that, in the event that (i) the Lease is terminated for any reason including, without limitation, as a result of a rejection of the Lease in a bankruptcy proceeding, or (ii) Lender effects a foreclosure of Tenant's interest in the lease, or accepts a deed in lieu of such foreclosure, upon Lender's request, Landlord shall enter into a new ground lease with Lender and such new ground lease shall be upon the same terms and conditions of the unexpired term of the Lease immediately prior to such termination.

10. Landlord hereby confirms with respect to the new ground lease referred to in paragraph 9 above that, should Lender become the tenant under a new lease:

(a) title to all improvements now owned by Tenant, situate on the Premises shall automatically vest in Lender; and

(b) Landlord shall promptly assign to Lender all space leases and subleases under which the tenants have attorned, with consent of Lender, to Landlord.

11. In the event of a casualty or condemnation to the Property, the terms and conditions of the Security Instrument shall prevail.

12. All of the leasehold mortgagee protection provisions contained in the Lease that inure to the benefit of leasehold mortgagees or their successors and assigns, including, without limitation Section 6 of the Lease, are hereby incorporated into this Ground Lease Estoppel and Agreement (this "**Agreement**") by reference and restated and confirmed by Landlord for the benefit of Lender, its successors and assigns.

13. Landlord hereby agrees that Lender shall have the right, pursuant to the terms of the Lease, to exercise any option to renew the term of the Lease, if any, if the Tenant shall fail to exercise any such option.

14. Landlord hereby covenants and agrees that Lender shall be entitled to participate in any arbitration proceeding pursuant to the Lease.

15. Landlord's interest, if any, in and to any personal property owned by Tenant and located at the Property and any subleases entered into by Tenant for all or any portion of the Property and the rents, issues and profits therefrom are and shall remain subordinate to the lien of the Security Instrument.

16. Landlord agrees not to disturb the possession of any subtenants under subleases so long as such subtenants do not violate any terms of the Lease.

17. This Agreement and the representations, warranties and covenants contained herein are given with the understanding that this Agreement constitutes a material inducement for Lender in making the Loan to Borrower and that Lender shall rely hereon in making the Loan to Borrower. Lender may at any time, without Landlord's consent, sell, assign, participate or securitize all or any portion of Lender's rights and obligations under the Security Instrument, and any such sale, assignment, participation or securitization may be to one or more financial institutions or other entities, to private investors, and/or into the public securities market, in Lender's sole discretion. This Agreement and the representations, warranties and covenants contained herein shall inure to the benefit of Lender, its successors and assigns (including, without limitation, each and every owner and holder of the Loan, each person who, pursuant to proceedings to enforce the Security Instrument or conveyance in lieu of such proceedings, may succeed to Tenant's interest under the Lease and each person who may thereafter acquire Tenant's interest under the Lease by purchase or otherwise) and shall be binding on Landlord, its heirs, legal representatives, successors and assigns and Landlord further agrees that this Agreement may be relied upon by Lender, its successors and assigns and any nationally recognized statistical rating agency rating any securities issued in connection with the Loan or any portion thereof or any interest therein. To the extent that there are any conflicts between the terms of this Estoppel and the Lease, the terms of this Estoppel shall control.

18. This instrument may be recorded in the applicable recording office in the County and State in which the Property is located.

19. The parties hereto agree that the "Option Agreement" mentioned in Section 10(c) of the Lease is not in force or effect and neither Landlord nor Tenant shall have any rights under such "Option Agreement". To such agreement exists, or to the extent any party hereto has any rights thereunder, such parties agree hereby that such "Option Agreement" is null and void.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first written above.

LANDLORD:

MIAMI-DADE COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

By: _____
Name:
Title:

STATE OF FLORIDA)

)
COUNTY OF MIAMI-DADE)

I, _____, a Notary Public in and for the said County in the State aforesaid, do hereby certify that _____, known to me to be the same person whose name is subscribed to the foregoing instrument as _____ of **MIAMI-DADE COUNTY, FLORIDA** appeared before me this day in person and acknowledged that he/she, being thereunto duly authorized, signed, and delivered the said instrument as the free and voluntary act of said limited liability company, and as his/her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2011.

_____
NOTARY PUBLIC, STATE OF_____
(Name of Notary Public, Print, Stamp or
Type as Commissioned)
☐Personally known to me, or
☐Produced Identification

_____
(Type of Identification Produced)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACCEPTED AND AGREED TO:

TENANT:

NORTHPARK PRFESSIONAL GROUP, LLC, a Florida limited liability company

By:_____
Name: Marc A Osheroff
Title: Authorized manager

STATE OF FLORIDA)

)
COUNTY OF MIAMI-DADE)

I, Jennifer Vazquez, a Notary Public in and for the said County in the State aforesaid, do hereby certify that _**Marc A Osheroff**, known to me to be the same person whose name is subscribed to the foregoing instrument as _**Authorized Officer** of **NORTHPARK PROFESSIONAL GROUP, LLC**, a Florida limited liability company, appeared before me this day in person and acknowledged that he/she, being thereunto duly authorized, signed, and delivered the said instrument as the free and voluntary act of said limited liability company, and as his/her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of February, 2011.

NOTARY PUBLIC-STATE OF FLORIDA
Jennifer Vazquez
Commission # DD793240
Expires: MAY 29, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

NOTARY PUBLIC, STATE OF_____
(Name of Notary Public, Print, Stamp or Type as Commissioned)
☑ Personally known to me, or
☐ Produced Identification

EXHIBIT A

LEGAL DESCRIPTION

A portion of Block 5, of AOLETA TERRACE@, according to the plat thereof, recorded in Plat Book 8, at page 117, of the Public Records of Miami-Dade County, Florida, and a portion of N.W. 169th Street (Warren Street) as shown on said plat of AOLETA TERRACE@, which was previously vacated and abandoned from public use, being more particularly described as follows:

Commence at the centerline intersection of N.W. 2nd Avenue and N.W. 168th Street, as shown on said plat of AOLETA TERRACE@, thence run S 89E29'00" E, along the centerline of N.W. 168th Street, for 119.20 feet; thence run North for 30.00 feet to the South line of said Block 5 and the point of beginning of hereinafter described parcel of land:

From said point of beginning, thence continue North for 281.76 feet; thence run East for 10.80 feet; thence North for 8.00 feet; thence run East for 67.00 feet; thence run North for 15.00 feet; thence run East for 51.00 feet; thence run South for 256.25 feet; thence run East for 12.00 feet; then run S 45E00'00" E for 35.36 feet; thence run South for 25.00 feet to the south line of said Block 5, thence run N 89E29'00" W along said South line of Block 5, for 165.80 feet to the point of beginning.

55

EXHIBIT B

Ground Lease (For Parking Garage Building) dated as of April 9, 1987, by and between Parkway Regional Medical Center, Inc., a Florida corporation, as lessor, and Medvest Limited Partnership, a Pennsylvania limited partnership, as lessee; as assigned by that Assignment of Lessor's Interest in Lease dated as of November 20, 1989, by Parkway Regional Medical Center, Inc., a Florida limited partnership, to RHC Parkway, Inc., a Delaware corporation; as further assigned by that Assignment of Landlord's Interest in Ground Lease (For Office Building) dated as of December 24, 2003, by RHC Parkway, Inc., a Delaware corporation, to North Miami Medical Center, Ltd., a Florida limited partnership; as assigned by that Assignment and Assumption of Ground Leases and Sublease dated as of February 11, 2004, by Medvest Limited Partnership, a Pennsylvania limited partnership, to Borrower; as further assigned by that Lease Assignment and Assumption Agreement dated December 15, 2006, by North Miami Medical Center, Ltd., a Florida partnership, to Miami-Dade County, Florida, a Political Subdivision of the State of Florida.

EXHIBIT C

LEASE

Exhibit C is the original lease agreement between the tenant and owner, and is available for review upon request.