

# LEASE NO. GS-04B-62052

Succeeding/Superseding Lease  
GSA FORM L202 (January 2012)

This Lease is made and entered into between

**HIALEAH ONE INDUSTRIAL PARK, INC.**

("the Lessor"), whose principal place of business is **8001 WEST 26<sup>TH</sup> AVENUE, SUITE 1, HIALEAH, FLORIDA 33016-2753** and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**HIALEAH ONE INDUSTRIAL PARK, INC., 2545 W 80<sup>TH</sup> STREET, HIALEAH, FLORIDA 33016-2740**

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein.

## LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning **MARCH 24, 2012** and continuing through **MARCH 23, 2017**,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

## FOR THE LESSOR:

Name: **ALBERTO VOLLOVITZ**

Title: **PRESIDENT**

Date: **03-19-12**

## FOR THE GOVERNMENT:

LCO'S NAME: **JAMES THOMPSON**

Lease LCO

Date: **3/28/12**

## WITNESSED BY:

Name: **HILDA C. GUTIERREZ**

Title: **PROPERTY MANAGER**

Date: **3-19-12**

<b>SECTION 1 THE PREMISES, RENT, AND OTHER TERMS .....</b>	<b>4</b>
1.01 THE PREMISES (SUCCEEDING) (SEPT 2011) .....	4
1.02 EXPRESS APPURTENANT RIGHTS (SEPT 2011) .....	4
1.03 RENT AND OTHER CONSIDERATION (SUCCEEDING) (SEPT 2011) .....	4
1.04 INTENTIONALLY DELETED .....	5
1.05 TERMINATION RIGHTS (SUCCEEDING) (SEP 2011) .....	5
1.06 INTENTIONALLY DELETED .....	5
1.07 DOCUMENTS INCORPORATED BY REFERENCE (SEPT 2011) .....	5
1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2011) .....	5
1.09 INTENTIONALLY DELETED .....	5
1.10 INTENTIONALLY DELETED .....	5
1.11 INTENTIONALLY DELETED .....	5
1.12 INTENTIONALLY DELETED .....	5
1.13 INTENTIONALLY DELETED .....	5
1.14 INTENTIONALLY DELETED .....	5
<b>SECTION 2 GENERAL TERMS, CONDITIONS AND STANDARDS .....</b>	<b>6</b>
2.01 DEFINITIONS AND GENERAL TERMS (SEPT 2011) .....	6
2.02 AUTHORIZED REPRESENTATIVES (SEPT 2011) .....	6
2.03 WAIVER OF RESTORATION (APR 2011) .....	6
2.04 INTENTIONALLY DELETED .....	7
2.05 CHANGE OF OWNERSHIP (APR 2011) .....	7
2.06 INTENTIONALLY DELETED .....	7
2.07 ADJUSTMENT FOR VACANT PREMISES (APR 2011) .....	7
2.08 INTENTIONALLY DELETED .....	7
<b>SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS .....</b>	<b>8</b>
3.01 WORK PERFORMANCE (SEPT 2011) .....	8
3.02 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000) .....	8
3.03 BUILDING SHELL REQUIREMENTS (APR 2011) .....	8
3.04 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007) .....	8
3.05 INTENTIONALLY DELETED .....	8
3.06 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (SUCCEEDING) (APR 2011) .....	8
3.07 QUALITY AND APPEARANCE OF BUILDING (SUCCEEDING) (SEPT 2011) .....	9
3.08 VESTIBULES (SUCCEEDING) (APR 2011) .....	9
3.09 MEANS OF EGRESS (SEPT 2011) .....	9
3.10 AUTOMATIC FIRE SPRINKLER SYSTEM (SEPT 2011) .....	9
3.11 FIRE ALARM SYSTEM (SEPT 2011) .....	9
3.12 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011) .....	10
3.13 ELEVATORS (SEPT 2011) .....	10
3.14 INTENTIONALLY DELETED .....	10
3.15 INTENTIONALLY DELETED .....	10
3.16 DEMOLITION (SUCCEEDING) (SEPT 2011) .....	10
3.17 ACCESSIBILITY (FEB 2007) .....	10
3.18 CEILINGS (SUCCEEDING) (DEC 2011) .....	11
3.19 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SUCCEEDING) (SEPT 2011) .....	11
3.20 DOORS: IDENTIFICATION (APR 2011) .....	11
3.21 WINDOWS (SUCCEEDING) (SEPT 2011) .....	11
3.22 PARTITIONS: GENERAL (APR 2011) .....	11
3.23 PARTITIONS: PERMANENT (APR 2011) .....	11
3.24 INSULATION: THERMAL, ACOUSTIC, AND HVAC (APR 2011) .....	12
3.25 WALL FINISHES (SEPT 2011) .....	12
3.26 PAINTING (SEPT 2011) .....	12
3.27 FLOORS AND FLOOR LOAD (SEPT 2011) .....	12
3.28 FLOOR COVERING AND PERIMETERS (SEPT 2011) .....	12
3.29 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011) .....	12
3.30 BUILDING SYSTEMS (APR 2011) .....	12
3.31 ELECTRICAL (SEPT 2011) .....	13
3.32 INTENTIONALLY DELETED .....	13
3.33 DRINKING FOUNTAINS (APR 2011) .....	13
3.34 TOILET ROOMS (DEC 2011) .....	13
3.35 PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011) .....	14
3.36 INTENTIONALLY DELETED .....	14
3.37 HEATING VENTILATION AND AIR CONDITIONING (APR 2011) .....	14
3.38 HEATING AND AIR CONDITIONING (APR 2011) .....	14
3.39 VENTILATION (SEPT 2011) .....	14
3.40 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SUCCEEDING) (SEPT 2011) .....	14
3.41 INTENTIONALLY DELETED .....	14
3.42 LIGHTING: INTERIOR AND PARKING (SUCCEEDING) (SEPT 2011) .....	15

[Type text]

3.43	ACOUSTICAL REQUIREMENTS (SEP 2009) .....	15
3.44	INDOOR AIR QUALITY DURING CONSTRUCTION (DEC 2007) .....	15
3.45	SYSTEMS COMMISSIONING (SUCCEEDING) (SEPT 2011) .....	16
3.46	INTENTIONALLY DELETED .....	16
<b>SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES.....</b>		<b>17</b>
4.01	INTENTIONALLY DELETED .....	17
4.02	AS-BUILT DRAWINGS (APR 2011).....	17
<b>SECTION 5 TENANT IMPROVEMENT COMPONENTS.....</b>		<b>18</b>
<b>SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM .....</b>		<b>21</b>
6.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (SEPT 2011) .....	21
6.02	INTENTIONALLY DELETED .....	21
6.03	UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (SEPT 2011) .....	21
6.04	UTILITY CONSUMPTION REPORTING (SEP 2011).....	21
6.05	HEATING AND AIR CONDITIONING (SEPT 2011).....	21
6.06	OVERTIME HVAC USAGE (SEPT 2011) .....	21
6.07	JANITORIAL SERVICES (SEPT 2011).....	22
6.08	SELECTION OF CLEANING PRODUCTS (APR 2011).....	22
6.09	SELECTION OF PAPER PRODUCTS (APR 2011) .....	23
6.10	INTENTIONALLY DELETED .....	23
6.11	MAINTENANCE AND TESTING OF SYSTEMS (APR 2011).....	23
6.12	MAINTENANCE OF PROVIDED FINISHES (DEC 2011).....	23
6.13	ASBESTOS ABATEMENT (APR 2011) .....	23
6.14	ONSITE LESSOR MANAGEMENT (APR 2011).....	23
6.15	SCHEDULE OF PERIODIC SERVICES (APR 2011).....	23
6.16	INTENTIONALLY DELETED .....	24
6.17	INTENTIONALLY DELETED .....	24
6.18	RECYCLING (DEC 2007).....	24
6.19	INTENTIONALLY DELETED .....	24
6.20	INTENTIONALLY DELETED .....	24
6.21	INDOOR AIR QUALITY (DEC 2007).....	24
6.22	RADON IN AIR (SUCCEEDING) (SEPT 2011).....	24
6.23	INTENTIONALLY DELETED .....	25
6.24	HAZARDOUS MATERIALS (OCT 1996) .....	25
6.25	MOLD (AUG 2008).....	25
6.26	OCCUPANT EMERGENCY PLANS (APR 2011).....	26
6.27	INTENTIONALLY DELETED .....	26
<b>SECTION 7 ADDITIONAL TERMS AND CONDITIONS.....</b>		<b>27</b>
7.01	MODIFIED CLAUSES .....	26
7.02	SECURITY REQUIREMENTS.....	26

## SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

### 1.01 THE PREMISES (SUCCEEDING) (SEPT 2011)

Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this lease. These exceptions include, but are not limited to, security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the lease paragraphs and attached General Clauses.

The Premises are described as follows:

**Office and Related Space:** 1,500 rentable square feet (RSF), yielding 1,500 ANSI/BOMA Office Area (ABOA) square feet of office and related space based upon a Common Area Factor of 1.00%, located on the 1<sup>st</sup> floor(s) and known as Suite(s) Unit 11, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

### 1.02 EXPRESS APPURTENANT RIGHTS (SEPT 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. **Parking:** Zero (0) parking spaces as depicted on the plan attached hereto as Exhibit N/A. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. THIS PARAGRAPH WAS INTENTIONALLY DELETED

### 1.03 RENT AND OTHER CONSIDERATION (SUCCEEDING) (SEPT 2011)

A. The Government shall pay the Lessor annual rent, payable monthly in arrears, at the following rates:

	03/24/2012 TO 03/23/2015		03/24/2015 TO 03/23/2017	
	Annual Rent	Annual Rate/RSF	Annual Rent	Annual Rate/RSF
Shell Rent	\$ 20,325.00	\$13.55	\$ 20,325.00	\$13.55
Operating Costs	\$ 0.00	\$0.00	\$ 0.00	\$0.00
Total Annual Rent	\$ 20,325.00	\$13.55	\$ 20,325.00	\$ 13.55

B. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

C. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

D. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01 The Premises" created herein;
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities (with the exclusion of **electricity**), maintenance required for the proper operation of the Property, the Building, and the Leased Premises, in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements of this Lease. The Government shall be responsible for paying the cost of **electricity** directly to the utility provider. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the LCO, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

E. THIS PARAGRAPH WAS INTENTIONALLY DELETED

[Type text]

**1.04 INTENTIONALLY DELETED**

**1.05 TERMINATION RIGHTS (SUCCEEDING) (SEP 2011)**

The Government may terminate this Lease, in whole or in parts, at any time effective after **MARCH 23, 2015** by providing not less than **60** days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

**1.06 INTENTIONALLY DELETED**

**1.07 DOCUMENTS INCORPORATED BY REFERENCE (SEPT 2011)**

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)		A
GSA FORM 3517B GENERAL CLAUSES	48	B
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	4	C

**1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2011)**

The Government shall have the right to make lump sum payments for any or all work covered by the Tenant Improvement (TI) scope. That portion of the rental payments attributable to amortization of the TIs shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining principal balance of the TIs. If the Government elects to make a lump sum payment for the TIs after occupancy, the payment by the Government will result in a decrease in the rent according to the amortization rate over the remaining firm term of the Lease.

**1.09 INTENTIONALLY DELETED**

**1.10 INTENTIONALLY DELETED**

**1.11 INTENTIONALLY DELETED**

**1.12 INTENTIONALLY DELETED**

**1.13 INTENTIONALLY DELETED**

**1.14 INTENTIONALLY DELETED**