

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(Short Form)**

1. LEASE NUMBER
GS-04B - 59832

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

THE GOVERNMENT OF THE UNITED STATES OF AMERICA IS SEEKING TO LEASE APPROXIMATELY 1,243 RENTABLE SQUARE FEET OF OFFICE SPACE LOCATED IN SUITE NO. 103, 18441 NW 2ND AVENUE, MIAMI, FL 33169-4517 FOR OCCUPANCY NOT LATER THAN MAY 9, 2010, FOR A TERM OF 5 YEARS, 2 YEARS FIRM TERM. RENTABLE SPACE MUST YIELD A MINIMUM OF 1,100 SQUARE FEET TO A MAXIMUM OF 1,155 SQ.FT. OF ANSI/BOMA OFFICE AREA (ABOA) FOR USE BY TENANT FOR PERSONNEL, FURNISHING, AND EQUIPMENT INCLUDING 3 SURFACE PARKING SPACES. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS MARCH 15, 2010.

B. STANDARD CONDITIONS AND REQUIREMENTS

The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (hereinafter called the GOVERNMENT):

- a. Space offered must be in a quality building of sound and substantial construction, meeting the Government's requirements for the intended use.
- b. The Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.
- c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, Life Safety Code or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6th floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.
- d. The Building and the leased space shall be accessible to persons with disabilities in accordance appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines).
- e. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials according to applicable Federal, State, and local environmental laws and regulations.
- f. Services, utilities, and maintenance will be provided daily, extending from 6:30 a.m. to 4:30 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.
- g. The Lessor shall complete any necessary alterations within **thirty (30)** days after receipt of approved layout drawings.
- h. The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet as <http://www.ccr.gov>) prior to lease award and throughout the life of the lease. The Government will recognize no change of ownership of the leased premises until the new owner registers in the CCR system.

2. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

<input checked="" type="checkbox"/> HEAT	<input checked="" type="checkbox"/> TRASH REMOVAL	<input checked="" type="checkbox"/> ELEVATOR SERVICE	<input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	<input type="checkbox"/> OTHER (Specify below)
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING		
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	Frequency <u>As needed</u>	<input checked="" type="checkbox"/> PAINTING FREQUENCY	
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES	<input checked="" type="checkbox"/> CARPET CLEANING	Space <u>5 years</u>	
	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.	Frequency <u>As needed</u>	Public Areas <u>3 years</u>	

3. OTHER REQUIREMENTS - Commission Agreement - The Lessor and the Broker have agreed to a cooperative lease commission of of the firm term value of this lease. The total amount of the commission is \$ (This is derived by multiplying the RSF 1,243 X gross rate \$32.27 PRSF X 2 years firm term=\$80,223.22 X). The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph in the attached Commission Letter which will become a part of the lease by reference, the Broker has agreed to forego of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is \$ (this amount is derived by multiplying the totaling rate rst X 1,243 X 2 years X X). The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. Notwithstanding, Section C. RENTAL of the lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The rental rates established in Section C. RENTAL are based on shell rate of \$25.37 PRSF. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:
- First Month's Rental Payment \$3,342.63 minus prorated Commission Credit of equals adjusted First Month's Rent.
- Second Month's Rental Payment \$3,342.63 minus prorated Commission Credit of equals adjusted Second Month's Rent.

Operating costs are established as \$6.90 PRSF.

The PRSF includes \$ 2.70 PRSF for taxes and PRSF for the broker fee which is only applicable for years 1-2. The shell rate for years 3-5 is hereby established as \$18.43 PRSF and \$6.90 PRSF.

AS PART OF THE RENTAL RATE, FLOOR COVERING (CARPET AND TILE) WILL BE REPLACED AND THE SPACE WILL BE PAINTED WITH THE TENANT AGENCY SELECTING COLORS FOR BOTH FLOOR COVERING AND PAINT. ALSO, LESSOR SHALL REPAIR ENTRANCE DOORWAY AND HEATERS IN STORE ROOM AND BALANCE THE HVAC. SPACE IS OTHERWISE BEING ACCEPTED IN ITS CURRENT CONFIGURATION. LESSOR SHALL BE RESPONSIBLE FOR THE FURNITURE MOVE DURING FLOOR REPLACEMENT AND THIS SHALL BE COORDINATED WITH THE TENANT AGENCY. ALL PAINTING AND FLOOR COVING REPLACEMENT SHALL BE DONE PRIOR TO THE EFFECTIVE DATE OF MAY 9, 2010.

NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

Percentage of occupancy is 1.81% based on 1,243 RSF occupied by the Government and 67,894 total sq.ft. in the entire building.

4. BASIS OF AWARD

☒ THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."

☒ OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING

☐ SIGNIFICANTLY MORE IMPORTANT THAN PRICE

☒ APPROXIMATELY EQUAL TO PRICE (Past Performance)

☐ SIGNIFICANTLY LESS IMPORTANT THAN PRICE

☐ (Listed in descending order, unless stated otherwise):
Past Performance

PART II - OFFER (To be completed by Offeror/Owner and remain open until award)**A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT**

1. NAME AND ADDRESS OF BUILDING (Include ZIP Code) Suite No. 103 18441 NW 2 nd Avenue Miami, FL 33169-4517	2. LOCATION(S) IN BUILDING	
	a. FLOOR(S) First	b. ROOM NUMBER(S)
	c. SQ. FT. Rentable 1,243 ABOA 1,100	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE

B. TERM

3. To have and to hold, for the term commencing on **May 9, 2010** and continuing through **May 8, 2015** inclusive. The Government may terminate this lease in whole or in part at any time on or after **May 9, 2012**, by giving at least sixty (60) days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

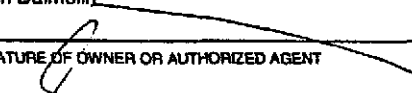
C. RENTAL

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

5. AMOUNT OF ANNUAL RENT Years 1-2 \$40,111.81 Years 3-5 \$31,485.19	7. HVAC Overtime None	8. Electronic Funds Transfer Payment shall be made to (Name and address) Divine Square LW, LLC c/o TM Real Estate Group 2150 Coral Way Ste# 6-B Miami, FL 33145-2629
6. RATE PER MONTH Years 1-2 \$3,342.63 Years 3-5 \$2,623.77		

9a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)

Divine Square LW, LLC c/o TM Real Estate Group, LLC, 2150 Coral Way, 8th Floor, Miami, FL 33145-2657


9b. TELEPHONE NUMBER OF OWNER [REDACTED]	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)
11a. NAME OF OWNER OR AUTHORIZED AGENT Justin Dalmolin	11b. TITLE OF PERSON SIGNING Manager
11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT 	11d. DATE 5/9/10

PART III - AWARD (To be completed by Government)

1. Your offer is hereby accepted. This award consummates the lease which consists of the following documents: (a) this GSA Form 3626 - Project 9FL2141, (b) Representations and Certifications, (c) the Government's General Clauses, (d) Attachment '1' Supplemental Lease Requirements, Attachment '2' Minimum Security Requirements, and Attachment '3' Special Requirements to the 3626 and (e) the following changes or additions made or agreed to by you:

NONE

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

3a. NAME OF CONTRACTING OFFICER (Type or Print) GLYNDA GRIEVE	3b. SIGNATURE OF CONTRACTING OFFICER 	3c. DATE 8/4/10
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