

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

5/20/2010

LEASE NO.

GS-04B-59811

THIS LEASE, made and entered into this date by and between

Miami-Dade County through its Aviation Department

whose address is P.O. Box 025504  
4200 NW 36th Street, Suite 300, Bldg 5A  
Miami, Florida 33102-5504

and whose interest in the property hereinafter described is that of

OWNER

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agrees as follows:

1. The lessor hereby leases to the Government the following described premises:

A total of 26,667 rentable square feet (RSF) of office and related space, which yields 26,667 ANSI/BOMA Office Area square feet (USF) of office and related space in the Terminal building at the Miami International Airport whose address is 4200 NW 21 Street, Miami, Florida ~~33122~~ and Paragraph 4 of the Special Provisions.

33102-5504 M<sup>D</sup>

to be used for such purposes as determined by the General Services Administration

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

April 1, 2010 through March 31, 2015, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$

at the rate of \$ per See Exhibit B in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Miami-Dade County Aviation Department

4. The Government may terminate this lease at any time by giving at least 30 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

N/A

provided notice be given in writing to the Lessor at least days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 8f12382 dated 2/16/10, as amended.
- B. The premises shall be taken "as is" condition with regard to Exhibit B-2,B-3,B-4,B-5,C, C-2,C-3,C-4,D-1. Not withstanding the lease terms and conditions stated herein.
- C. Miami-Dade Aviation reserves the rights to adjust the rental rates as stated in Exhibit A upon notification to the Government. Issuance of a supplemental lease agreement shall be executed by both parties prior to any increases or decreases to the rental rates for base and operating rents.

7. The following are attached and made a part hereof:

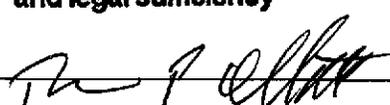
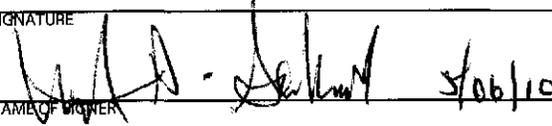
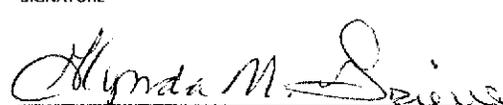
The General Provisions and Instructions

- A. Solicitation for Offers 8F12383 dated 2/16/10.
- B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
- C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
- D. Exhibit A- Special Provisions between Miami Dade Aviation and Department of Homeland Security
- E. Exhibit B- Rent Schedule

8. The following changes were made in this lease prior to its execution:

- A. Adjustment for Vacant Premises is established at \$0 prsf.
- B. Overtime HVAC rate is established at \$0 prsf.
- C. All handicap accessibility deficiencies, if any, shall be correct within 60 days of Government notice. No work shall be done during normal business hours without prior approval by the Government.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

<b>Approved as to form and legal sufficiency</b>		LESSOR	
SIGNATURE		SIGNATURE	
NAME OF SIGNER	<b>Assistant County Attorney</b>	NAME OF SIGNER	<b>MICHAEL A. SOUTHWELL</b>
SIGNATURE		IN PRESENCE OF	
NAME OF SIGNER		NAME OF SIGNER	
UNITED STATES OF AMERICA			
SIGNATURE		NAME OF SIGNER	<b>Glinda M. Griere</b>
		OFFICIAL TITLE OF SIGNER	<b>Contracting Officer</b>