

**US GOVERNMENT  
LEASE FOR REAL PROPERTY**

DATE OF LEASE

6/9/09

LEASE NO.

GS-04B-59824

THIS LEASE, made and entered into this date by and between DEA South FL. LLC.

whose address is 560 Herndon Parkway, Suite 210  
Herndon, Virginia 20170

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 agree as follows:

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

A total of 57,055 rentable square feet (rsf) (43,578 BOMA usable square feet) of office and related space and 194 parking spaces, as shown in the attached drawings and plans, in a building to be constructed on a pre-selected site in the Beacon Lakes business park, Miami-Dade, FL.

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 TWENTY (20) YEAR FIRM term to begin upon acceptance by the Government which shall be more specifically set forth by SLA

3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE PRSF <math>\Sigma</math></u>	<u>MONTHLY RENT</u>
<b>Years 1-20</b>	<b>\$3,922,531.25</b>	<b>\$68.75</b>	<b>\$326,877.60</b>

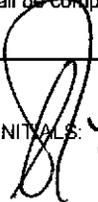
$\Sigma$  The rate per rentable square foot (PRSF) is determined by dividing the total annual rental by the rentable square footage set forth in Paragraph 1.

4. The Government may not terminate this lease.

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

THIS PARAGRAPH DELETED IN ITS ENTIRETY

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.

INITIALS:    
Lessor & Gov't

6. Rental is based on the rate, per rentable square foot (PRSF) as noted in Paragraph 3 above, in accordance with Clause 27 (PAYMENT), GSA form 3517, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum BOMA usable square footage requested in SFO Paragraph 1.1, (Amount and Type of Space). Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

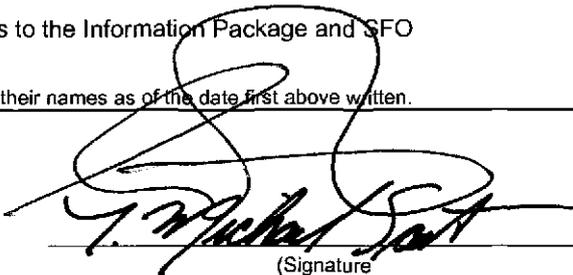
DEA South FL. LLC  
560 Herndon Parkway,  
Suite 210  
Herndon, Virginia 20170

- 7. 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 Solicitation for Offers (SFO) 7FL2034. This is a fully serviced lease except for separately metered utilities as set forth in paragraph 1.1 of the SFO.
  - B. Buildout in accordance with Solicitation for Offers 7FL2034. All construction to be completed no later than 821 days from Contract Notice to Proceed as defined in paragraph 1.7(B)(9)(c). Lease term to be effective on date of occupancy, and established by SLA.
  - C. Deviations to the approved space layouts furnished by GSA to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
- 8. The following are attached and made a part hereof:
  - A. Solicitation for Offers 7FL2034 including all attachments pertaining to the site option
  - B. GSA Form 3518 entitled Representations and Certification
  - C. GSA Form 3517 Lab entitled General Clauses
  - D. The Offeror's Technical Submissions and responses to the Information Package and SFO

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

LESSOR DEA South Fl. LLC

Andrew J. Czekaj, Manager  
BY T. Michael Scott, President  
Authorized Official, Title

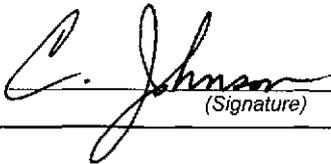
  
(Signature)

IN THE PRESENCE OF:

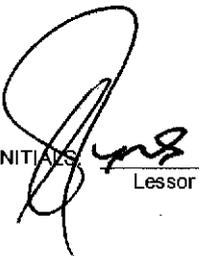
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

UNITED STATES OF AMERICA

BY   
(Signature)

CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
(Official title)

INITIALS  &   
Lessor Govt

9. In accordance with Paragraph 3.8 (Common Area Factor), the common area factor (CAF) is established as 1.3098758.
10. In accordance with Paragraph 3.5 (Operating Costs), the escalation base is established as \$4.70 per rentable square foot.
11. In accordance with Paragraph 3.2 (Tax Adjustment), the percentage of Government occupancy is established as 100 %.
12. The Adjustment for Vacant Premises shall be \$0.
13. The rate for overtime usage is \$0. The Government shall pay for interior utilities separately per the SFO paragraph 1.1
14. Lessor shall complete the building shell as defined in the lease and complete all alterations, improvements, and repairs required by this lease, and deliver the leased premises ready for occupancy by the Government no later than 821 days after Contract Notice to Proceed as defined in paragraph 1.7(B)(9)(c). When Lessor has completed all such alterations, improvements, and repairs, Lessor shall promptly notify the Contracting Officer, who shall promptly cause the same to be inspected.
- Upon the date of completion of such alterations, improvements, and repairs and inspection and acceptance by the Government, the term of this lease shall commence and shall continue for 20 consecutive calendar years. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.
15. Upon occupancy, the Government will make a payment of \$15,450,000 to the Lessor for the cost of inherently Governmental items for security and building/site upgrades. Said payment shall not in any event become due prior to occupancy of the leased premises by the Government.
16. In accordance with SFO paragraph 1.7(B)(5) the Government shall reimburse the Lessor for the cost of the construction of the Government's construction trailer in the amount of \$100,208.

Lessor shall provide all labor and materials necessary to install and maintain the improvements and alterations referenced in the Government's PPD documents regarding the construction of a Government construction trailer. Subsequent to the acceptance of the work by the Government a properly executed invoice requesting lump sum payment in the amount of \$100,208 must be forwarded to the Contracting Officer at:

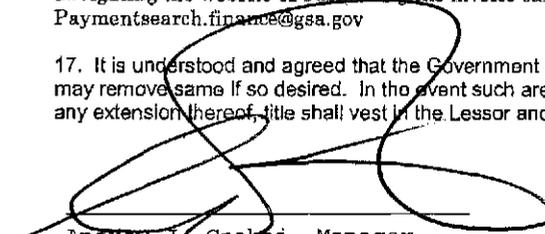
General Services Administration  
Room 119  
7771 W. Oakland Park Blvd  
Sunrise, FL 33351

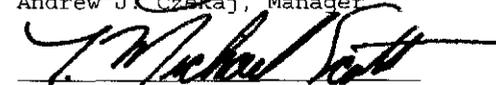
For an invoice to be considered proper, it must:

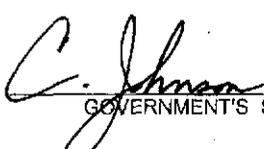
- 1) Be received after the acceptance of the work by the General Services Administration
- 2) Include a unique, vendor-supplied invoice number AND the GSA Supplied PS Number to be supplied upon completion
- 3) Indicate the exact payment amount requested
- 4) Specify the payee's name and address. The payee's name and address must EXACTLY match the lessor's name and address listed above, or, if completed, the remittance name and address specified below.
- 5) Payment will become due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

Payment will be made electronically through the finance website [www.finance.gsa.gov](http://www.finance.gsa.gov). The Lessor is responsible for visiting this website and applying for a login and password. After acceptance by the Government the Lessors shall follow the instructions posted on that website to submit their invoice electronically. Assistance in navigating the website or submitting the invoice can be found by calling 817-978-2408 or by email at [FW-Paymentsearch.finance@gsa.gov](mailto:FW-Paymentsearch.finance@gsa.gov)

17. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove same if so desired. In the event such are not removed by the Government at the end of this lease term, or any extension thereof, title shall vest in the Lessor and all right of restoration waived.

  
Andrew J. Czokaj, Manager

  
T. Michael Scott, President

  
GOVERNMENT'S SIGNATURE