

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 26TH 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 80TH 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**

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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 1st 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

LESSOR: AV GOVERNMENT: 

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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.

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