

**US ARMY DIRECTED LEASE PROGRAM HOUSING LEASE
(SOUTHCOM FAMILY HOUSING LEASE (K&E))**

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

LEASE NO. DACA015180070100
Succeeding lease of DACA015120012800

THE LESSOR, **CITY OF CORAL GABLES**, a municipal corporation of the State of Florida, 405 Biltmore Way, Coral Gables, Florida, does hereby lease to the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT, under the authority of Title 10, United States Code, Section 2828, the described premises on the terms stated herein.

1. LOCATION OF LEASED PREMISES.

- **3501 GRANADA BLVD.,
CORAL GABLES, FL 33134**

2. DESCRIPTION OF LEASED PREMISES.

FULL-TIME EXCLUSIVE USE of a 5 bedroom 5 bath, unfurnished, single family residence with swimming pool, containing approximately **4,832 square feet**, to be used for Government purposes.

(UTILITIES/SERVICES INCLUDED):

- | | | |
|--|--|--|
| (1) <input checked="" type="checkbox"/> HVAC EQUIPMENT | (5) <input type="checkbox"/> GAS | (9) <input type="checkbox"/> Parking |
| (2) <input checked="" type="checkbox"/> Heating equipment | (6) <input type="checkbox"/> WATER | (10) <input type="checkbox"/> Other: _____ |
| (3) <input checked="" type="checkbox"/> Air Conditioning equipment | (7) <input type="checkbox"/> SEWER | |
| (4) <input type="checkbox"/> ELECTRICITY | (8) <input type="checkbox"/> Trash removal | |

3. TERM.

To have and to hold the said premises with all appurtenances thereto for the term of one year beginning 1 November 2017 through 31 October 2018, subject to termination and renewal rights as may be hereinafter set forth. The Government shall have the right to renew this lease from year to year, or for a lesser period of time, under the same terms and conditions provided herein by providing written notice to the Lessor of the Government's renewal at least 30 days prior to the expiration of the current term or subsequent renewal thereof provided that this lease shall in no event extend beyond five years, 30 November 2022. The obligation of the United States to make payments under this lease in any fiscal year is subject to appropriations being provided for that fiscal year. Nothing in this lease shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act (31 USC 1341).

4. TERMINATION.

A. The Government may terminate this lease at any time after the first year by giving at least ninety (90) days written notice to the Lessor. Said notice shall be computed commencing with the day after the date of mailing.

B. Any holdover of Government occupancy of premises after expiration of the lease terms shall be considered to be a tenancy from month to month, and shall otherwise be on the same terms and conditions as herein specified subject to current fair market rental being paid for this dwelling. Such tenancy shall be terminable by either party on 30 days written notice to the other party.

5. RENTAL CONSIDERATION.

A. The Government shall pay the Lessor annual rent of \$109,200.00 at the rate of \$9,100.00 per month, in advance. The initial rental payment under this lease for the first month or prorated portion thereof shall become due within fifteen (15) days of the Government accepting the space. See also the General Provision, Paragraph 4 in Attachment A. Subsequent rent shall be paid and will be due within ten (10) days of the first day of each successive month. Rent for a lesser period shall be prorated. Rent checks shall be made by electronic fund transfer and made payable to CITY OF CORAL GABLES, a municipal corporation of the State of Florida, 405 Biltmore Way, Coral Gables, Florida 33134. Payment shall be made by: U.S. Army Corps of Engineers, USACE Finance Center, 5720 Integrity Drive, Bldg. 787, Attn: CEFC-AO, Millington, TN 38054-5005.

B. The Lessor hereby agrees that the rental consideration specified herein is the only consideration to be received for the demised premises and includes maintenance, and services specified herein. No other remuneration will be paid by the Government's occupant, members of his family, or any other person on their behalf.

C. The Lessor shall furnish and maintain to the Government as part of the rental consideration the following:

- (1) Major kitchen appliances consisting of a stove, refrigerator, freezer, microwave oven, icemaker, garbage disposal, dishwasher, wine cooler, and washer and dryer.
- (2) Installed smoke detectors and carbon monoxide detectors
- (3) Pest Control.

6. AGREEMENTS WITH GOVERNMENT OCCUPANTS PROHIBITED.

Separate agreements, whether oral or written, regarding the leased premises between the Lessor and the Government's occupant, members of his family, or any other person on their behalf are strictly prohibited and shall constitute a breach of a substantive provision of this lease agreement by Lessor, without the written approval of the Government.

7. UTILITIES.

The Government shall be responsible for payment of all utilities for subject property.

8. EQUIPMENT INSTALLATION AND REMOVAL.

Except as necessary to perform repairs and maintenance as provided in the General Provisions, the Government shall have exclusive use and possession of the premises, and shall have the right to install and remove from the demised premises security and other required equipment and facilities as may be determined, in the sole discretion of the Government, necessary for the purposes for which the premises are leased.

9. ENTIRE AGREEMENT.

This lease constitutes the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease is void and of no effect. This lease may be modified only by a writing signed by the parties hereto.

10. APPLICABLE LAWS AND REGULATIONS.

The Lessee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

11. MISCELLANEOUS

The terms Government and Lessor as herein contained shall include singular and/or plural, masculine, feminine and/or neuter, heirs, successors, personal representatives and/or assigns wherever the context so requires or admits. The terms and provisions of this Lease are expressed in the total language of this Lease and the article headings are solely for the convenience of the reader and are not intended to be all-inclusive and shall not be deemed to limit or expand any of the provisions of this Lease.

12. THE FOLLOWING ARE ATTACHED AND MADE A PART HEREOF:

- The General Provisions (Attachment A)
- Floor Plan (Attachment B)
- Central Contractor Registry (Attachment C)

[SIGNATURES FOLLOW]

IN TESTIMONY WHEREOF, witness the signature of the Lessor.

LESSOR: CITY OF CORAL GABLES, a municipal corporation of the State of Florida

Taxpayer Identification #: 59-6000293 DUNS #: _____ CAGE #: _____

BY:

CATHY SWANSON-RIVENBARK DATE
CITY MANAGER

ATTEST:

WALTER FOEMAN DATE
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG E. LEEN, CITY ATTORNEY DATE

APPROVED BY:

Finance	Economic Sustainability	Risk Management	Procurement

Account No: _____

IN TESTIMONY WHEREOF, witness the signature of the Government.

UNITED STATES OF AMERICA

BY: _____ Date: _____

Willie L. Patterson III, Ed.D.
Chief, Real Estate Division
Real Estate Contracting Officer

ATTACHMENT A**GENERAL PROVISIONS****1. RULES AND REGULATIONS.**

The Lessor reserves the right to establish reasonable written rules and regulations relating to the use of the common areas in the premises, and to establish other reasonable rules and regulations as the Lessor may consider necessary for the general welfare, health, and comfort of all residents in the premises, and for the protection of buildings and property in the premises. The Government's representative shall obey all of the rules and regulations that are in effect from time to time and see that all other occupants of the demised premises and all their guests and visitors also observe the rules and regulations.

2. NOTICE.

A. Any notice under the terms of this lease may be given by "Certified Mail - Return Receipt Requested" or any other appropriate method, and delivery, or attempted delivery shall be deemed notice under the terms of this lease. Any notice given by the Lessor to the Government shall be addressed to: **Real Estate Contracting Officer, ATTN: RE, Mobile District, Corps of Engineers, PO Box 2288, Mobile, Alabama 36628-0001 or 109 St. Joseph Street, Mobile, Alabama 36602.** Any notice given by the Government to the Lessor, or his Agent, shall be addressed to: **CITY OF CORAL GABLES, a municipal corporation of the State of Florida, 405 Biltmore Way, Coral Gables, Florida 33134.**

B. The Lessor, by written notice to the Government, will furnish notification of any change of address, ownership of property, name of new Lessor or line of succession. Such notice shall be provided at least 15 days prior to said change. If the

Lessor fails to provide such notice, the Government shall not be liable for any rental paid to the Lessor and/or agent herein specified until such notice is provided and acted upon by the Government.

C. Said notice shall be computed commencing with the day after the date of mailing.

3. INITIAL CONDITION REPORT.

A joint inspection and condition report shall be made as of the date the Government accepts the space. This report should reflect the then present condition of the demised premises and will be signed and agreed to by the Lessor (or Lessor's authorized representative) and the Government. A copy of the report shall be provided to the Lessor. All identified repairs shall be accomplished within a reasonable period, but in any event not later than thirty (30) days from notification. *This section only applies to lease # DACA015120012800.*

4. ACCEPTANCE OF SPACE.

A. When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the Government. The Government's designated representative shall promptly inspect the space. *This section only applies to lease # DACA015120012800.*

B. The lease term will begin when the Government accepts the space, which shall contain the required square footage as indicated on the floor plan attached as Exhibit "C." *This section only applies to lease # DACA015120012800.*

C. The Government shall have the right, in its sole discretion, to occupy the space prior to completion of the entire leased premises. *This section only applies to lease # DACA015120012800.*

D. Neither the Government’s acceptance of the premises for occupancy or the Government’s occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right.

5. MAINTENANCE OF BUILDING AND PREMISES

A. Except in case of damage arising out of the willful act or negligence of a Government employee, Lessor shall maintain the premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government’s access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor, its agents, representatives, contractors and assigns may at reasonable times (with 24 hours notice) enter the premises with the approval of and accompanied by the Real Estate Contracting Officer or his designated representative.. The quality of the work and the repaired areas shall be compatible with adjacent areas. The original finished appearance of the property is to be preserved to the extent practicable.

(1). STRUCTURAL EXTERIOR.

(a) *Exterior walls.* All exterior walls shall be maintained in a structurally sound, weather tight condition, and in a good state of repair. The walls shall be free of noticeable pitting and corrosion,

unnecessary vegetation and animal life, deteriorated siding and trim, discoloration or other defects which would render an unsightly appearance.

(b) *Roofing.* All roofing, flashing, and roof structures, shall be maintained in a manner which preserves a weather tight seal and prevents corrosion and abnormal deterioration.

(c) *Drains, gutters, downspouts, and splash blocks.* Drains shall be maintained to function as originally designed to effectively channel run-off water away from the housing unit. Drainage structures shall be maintained free of debris, obstructions, brush, and weeds to provide a system that functions as originally designed and to effectively channel runoff water away from the property.

(d) *Windows, doors, screens, and shutters.* Windows, doors, screens, and shutters will be maintained to operate smoothly and properly. Exterior doors, windows, and shutters shall be maintained in a manner which preserves the weather tight seal with caulking, glazing, and weather stripping fully intact. All hardware shall be maintained free of corrosion or other defects which would prevent its operating as intended.

(e) Garage Floors shall be maintained to be in a usable and safe condition, free of cracked or broken areas.

(2). STRUCTURAL INTERIOR.

(a) *Interior walls.* Interior walls shall be maintained free of damage, deterioration, cracks, discoloration or other defects which would render an unsightly appearance.

(b) *Floors.* All floors shall be maintained to be in a usable and safe

condition, free of cracked, chipped, loose, missing, or broken areas.

(c) *Stairways.* Stairway treads, risers, handrails, and other structural members shall be maintained in a safe and usable state of repair.

(d) *Ceilings.* All ceilings and framing members shall be properly secured. The ceiling shall be free of holes or cracks. Soiled, defaced, or water damaged surfaces, or other defects which would render an unsightly appearance to the ceiling are to be repaired.

(e) *Blinds and shades.* All venetian blinds and shades shall be maintained to operate smoothly and properly, and kept free of damaged slats, deteriorated tapes, cords, hardware, rails, or torn fabric

(f) *Interior trim.* All interior trim shall be free of chipped or peeling paint, exposed nails, warps, cracks, rot, or damage.

(g) *Built-in cabinetry.* Cabinets, shelving, countertops, and similar items shall be maintained in a fully usable condition.

(3). ELECTRICAL.

The electrical equipment, distribution panel, connections, grounds, outlets, switches, wiring, and lighting fixtures shall be maintained in a safe and usable condition. Receptacles smoke detectors, carbon monoxide detectors and breakers with ground fault sensors shall be fully operational.

(4). PLUMBING.

(a) All plumbing systems and fixtures shall be maintained in a safe operating condition free of leaks and drips. Domestic water lines shall be maintained from and including the service cut-off box.

Waste and sewage lines shall be maintained to the connection at the sanitary sewer main. Gas lines shall be maintained up to the cut-off valve at the pressure regulator.

(b) All sinks, tubs, toilets, basins, lavatories, showers, and so forth, shall be maintained to operate properly, drain freely, and be free of chips, cracks, or excessive discoloration.

(5). HEATING, VENTILATION, AND AIR CONDITIONING.

Heating, air conditioning, and ventilating systems are to be kept in good operating condition and inspected every six months. Filters are to be replaced monthly.

B. Emergency Maintenance and Repairs. Upon notification by the Lessee of the need for an emergency maintenance or repair, the Lessor will provide immediate response not to exceed 24 hours. To the maximum extent practicable all emergency maintenance and repairs will be completed within 48 hours of notification. Emergency repairs include but are not limited to:

- (1) failure of heating/cooling system to maintain specific temperature
- (2) failure of water system, including hot water
- (3) inadequate or no water pressure
- (4) leaking water pipes
- (5) blocked or leaking drains
- (6) electrical failure
- (7) sewage system malfunction

(8) failure of security and fire protection systems, including alarms and sprinklers

(9) Repair/replace exterior windows and doors including plate glass if applicable.

(10) Leak in roof.

C. In the event the Lessor shall fail to perform emergency maintenance and repairs within the agreed upon time, the Lessee, with the approval of the Real Estate Contracting Officer (RECO), the executor of this lease on behalf of the United States Government, or his designated Realty Specialist acting under the instructions of the Real Estate Contracting Officer, may immediately perform or have performed such maintenance and repairs and deduct all costs thereof from the rental or other charges due to or to become due under the terms of this lease.

6. INDEMNIFICATION.

A. The Lessor shall not be responsible or liable for injuries to persons or damage to property when such injuries or damage are caused by or result from the Government's use of the premises under the terms of this agreement and are not due to the negligence of the Lessor.

B. The Government shall be liable only for damages resulting from negligence or misconduct of the Occupant or Government personnel. The Government shall not be liable for any loss, destruction or damages to the premises beyond the control and without the fault or negligence of the Occupant/Government including but not limited to acts of nature such as fire, lightning, earthquakes, floods, or severe weather and acts of terrorism or war. The Government's liability under this clause may not exceed appropriations available for such payment and nothing in this agreement

shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act, 31 U.S.C. 1341, as amended. The provisions of this clause are without prejudice to any rights the Lessor may have to make a claim under applicable laws for any other damages than provided herein.

7. APPLIANCES AND EQUIPMENT.

Lessor provided appliances and equipment shall be maintained in good operating condition.

8. PEST CONTROL.

It is understood and agreed that the lessor is responsible for providing pest control measures and pesticides, which conform to local health department regulations, to keep the premises free from pests and in a tenantable condition.

9. DAMAGE BY FIRE OR OTHER CASUALTY.

If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within fifteen (15) days thereafter; if so terminated no rent shall accrue to the Lessor after such partial destruction or damage; and if not so terminated the rent shall be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

10. ASSIGNMENT.

It is understood and agreed that the Government will assign the demised premises to military personnel in accordance with Executive Order Number 11375 dated 17 October 1967 which provides that housing and related facilities shall be

available without discrimination among tenants because of race, color, religion (creed), sex, disability, familial status or national origin. The Government agrees to notify the Lessor of the names of all military occupants assigned to the leased premises and of any changes in assigned personnel, which may become necessary in the future.

11. INSURANCE.

Lessor shall maintain fire and extended coverage insurance on the leased premises in such amounts as Lessor shall deem appropriate. Tenant shall be responsible at tenant’s expense for fire and extended coverage insurance at tenant’s discretion on all of tenant’s personal property located in the leased premises.

12. LESSOR'S SUCCESSORS.

The terms and provisions of this lease and the conditions herein shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns. The Lessor warrants that it/she/he is the rightful and legal owner of the leased property and has the legal right to enter into this lease. If the title of the Lessor shall fail, or it be discovered that the Lessor did not have authority to lease the property, this lease shall immediately terminate. The Lessor, Lessor’s heirs, executors, administrators, successors, or assigns agree to indemnify the Government by reason of such failure and to refund all rentals paid.

13. EXECUTION AUTHORITY.

Whenever the lease is executed by an attorney, agents, or other person, or corporation on behalf of the Lessor, the name of the Lessor shall appear above the signature of the person assigning. A signature authorization must be provided with the signed lease.

14. RESTORATION.

A. Upon vacating the premises, a final joint inspection and condition report shall be conducted. Upon written notice, the lessor may require restoration of the demised premises, when damage beyond normal wear and tear exists. The referenced notice shall be delivered to the Government prior to the termination of this lease.

B. The Government shall not restore, either physically or by payment in lieu thereof: 1) reasonable and ordinary wear and tear, 2) damage by acts of God, 3) any alterations, damage thereto, which the Lessor installed and were reimbursed by the Government through payment therefore, or 4) the interior paint of the demised premises, when the Government has possessed the leased premises for three or more years prior to the date of termination.

C. In the event restoration is warranted, the Government shall pay to the Lessor a sum of money depreciated for normal wear and tear representing a value of either the diminution in the fair market value of the property due to the failure to restore, or the actual cost of restoration, whichever is the lesser amount.

D. The Government will make every effort to effect the return of key(s) to the Lessor on or before the date of expiration or termination of this lease. However, it will be the Lessor’s responsibility to assure personal entry to the premises by retaining a duplicate set of key(s). The Government shall not be liable for further payment of rental beyond the date of termination or expiration due to the fact that key(s) were not returned to the Lessor.

15. DISPUTES.

This lease is subject to the Contract Disputes Act of 1978. The Lessor shall proceed diligently with performance of this lease, pending final resolution of any request for

relief, claim, appeal or action arising under this lease. The decision of the Real Estate Contracting Officer shall be final unless the Lessor appeals or files a suit as provided in the Act.

16. INTEREST ON OVERDUE PAYMENTS.

A. The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 3901) is applicable to payments under this lease and requires the payment to Lessors of interest on overdue payments.

B. Determination of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

17. GRATUITIES TO GOVERNMENT EMPLOYEES.

A. The Government may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer or employee of the Government with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such lease; provided that the existence of facts upon which the Secretary of the Army or his duly authorized representative makes such findings shall be an issue and may be reviewed in any competent court.

B. In the event this lease is terminated as provided in paragraph (A) hereof, the Government shall be entitled (1) to pursue the same remedies against the Lessor as it could pursue in the event of

breach of the lease by the Lessor, and (2) as a penalty in addition to any other damages to which it may be entitled by law, exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three nor more than ten times the cost incurred by the Lessor in providing any such gratuities to any such officer or employee.

C. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

18. OFFICIALS NOT TO BENEFIT.

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.

19. COVENANT AGAINST CONTINGENT FEES.

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing businesses. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for

the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)

20. NON-DISCRIMINATION.

The Lessor shall not discriminate against any person or persons or exclude them from participation in the Lessor's operations, programs or activities conducted on the leased premises, because of race, color, religion (creed), sex, disability, familial status or national origin. The Lessor will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

21. EXAMINATION OF RECORDS.

The Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this lease.

22. FORECLOSURES – CHANGE OF OWNERSHIP.

A. If, during the term of this lease, including any renewals or extensions, title to this property is transferred to another party either by sale, foreclosure, condemnation, assignment, or other transaction, the Lessor (transferor) shall promptly notify the Government of said transfer. The following information shall accompany such notification:

(1) A copy of the deed or other appropriate instrument transferring title or sufficient interest to lease to the property from the transferor to the new owner.

(2) The new owner's tax identification or social security number.

B. The foregoing information must be received not later than twenty (20) days after the effective date of transfer of title. In any instance, failure to submit the documentation required for a transfer of title will result in a suspension of rental payments until such time as all documentation is received by the Government.

C. When the title to premises leased to the Government is transferred, a supplemental agreement shall be entered into by the old and new owners and the Government to reflect such change of ownership.

23. FORECLOSURES – SUBORDINATION, NONDISTURBANCE ATTORNMENT (SEP 1999).

A. Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days following the Government's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or

future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Government promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the

Government; provided, further, that the Government and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

(24. OTHER: Specify as negotiated)

ATTACHMENT B

FLOOR PLAN

ATTACHMENT C**PAYMENT BY ELECTRONIC FUNDS
TRANSFER – CENTRAL CONTRACTOR
REGISTRATION (MAY 1999)****(a) Method of payment.**

(1) All payments by the Government under this lease shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Lessor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Lessor's EFT information. The Government shall make payment to the Lessor using the EFT information contained in the **Central Contractor Registration (CCR)** database. In the event that the EFT information changes, the Lessor shall be responsible for providing the updated information to the CCR database.

CCR Background: Because DoD is the largest purchaser of good and services in the world, the cost savings to be incurred by streamlining these administrative processes are dramatic. CCR was created to be the single repository of vendor data for the entire DoD to avoid this administrative duplication and allow contractors to take responsibility for the accuracy of their own important business information by supplying it directly to the government through a single registration.

CCR validates the vendor's information and electronically shares the secure and encrypted data with the Defense Finance and Accounting Service (DFAS) to facilitate paperless payments through electronic funds transfer (EFT). Additionally, CCR shares the data with several government procurement and electronic business systems.

Applications: Dun & Bradstreet's (D&B) Data Universal Numbering System, the D&B DUNS Number, has become the standard for keeping track of the world's businesses. Its unique nine-digit code helps you identify and link more than 57 million companies worldwide. You must have a DUNS number assigned by Dun & Bradstreet (D&B) prior to completing an application and registration (Customer Service at 1-866-705-5711 or <http://fedgov.dnb.com/webform>). You may contact D&B Customer Service to verify your company name, address, city and state in their system.

Registration: For assistance with registration for the CCR database the Internet access is through <http://www.ccr.gov>. For CCR Customer Service call 1-866-606-8220. The registration includes the need for Standard Industrial Classification (SIC) and North American Industry Classification System (NAICS) codes. SIC codes are a numbering system that identifies the type of products and/or services you or your company provides. The appropriate SIC code for *five or more* housing units is 6513 and for *four or fewer* housing units is 6514. NAICS is a unique, all-new system for classifying business establishments. The following NAICS codes apply to leased housing: 531110 - Lessors of Residential Buildings and Dwellings; 531120 - Lessors of Nonresidential Buildings.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* If the Lessor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Lessor under this lease until correct EFT information is entered into the CCR database; and any invoice or lease financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this lease. The prompt payment terms of the lease regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Lessor EFT arrangements.* If the Lessor has identified multiple payment receiving points (*i.e.*, more than one remittance address and/or EFT information set) in the CCR database, and the Lessor has not notified the Government of the payment receiving point applicable to this lease, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) *Liability for uncompleted or erroneous transfers.*

(1) If an uncompleted or erroneous transfer occurs because the Government used the Lessor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Lessor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Lessor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this lease if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) *EFT and assignment of claims.* If the Lessor assigns the proceeds of this lease as provided for in the assignment of claims terms of this lease, the Lessor shall require, as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Lessor. EFT information that shows the ultimate recipient of the transfer to be other than the Lessor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Lessor's financial agent.

(j) *Payment information.* The payment or disbursing office shall forward to the Lessor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Lessor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.