

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

12/19/07

LEASE NO.

GS-04B-47875

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

**Rutherford & Strickland Elkton, Inc.**

whose address is 362 SW Atwater Way

Madison, Florida 32341

32340-0000 [HP] MR

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 consideration hereinafter mentioned, covenant and agree as follows:

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

14,960 square feet of rentable space in a building located at U.S. Highway One in Fort Pierce, Florida 34952. The rentable space shall yield 13,008 square feet of ANSI/BOMA office area square feet along with 65 surface parking spaces.

See attached block floor plan labeled "Exhibit A".

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 of ten (10) years with five (5) years firm of which the exact date shall be memorialized by a Supplemental Lease Agreement (SLA) after completion and acceptance of the tenant improvement build-out.
3. The Government shall pay the Lessor annual rent of \$597,124.31 for years 1 through 5 (\$39.91 per rentable square foot) at the rate of \$49,760.36 per month; \$480,664.80 for years 6 through 10 (\$32.13 per rentable square foot) at a rate of \$40,055.40 per month. Rent for a lesser period shall be prorated. Rent checks via electronic payment shall be made to:

**Rutherford & Strickland Elkton, Inc.**

362 SW Atwater Way

P.O. Box 191

Madison, Florida 32341

0191 [MT] MR

4. The Government may terminate this lease at any time on the 5<sup>th</sup> anniversary of the lease effective date by giving at least 60 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.

Initials:

LWR  
Lessor

MT  
Government

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

~~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:

All services, utilities and maintenance as provided in the attachments hereto including electricity for the operation of all interior lighting and electrical outlets and equipments. The Lessor will be responsible for all costs pertaining to common areas (including interior and exterior lighting). Also, as part of the rental consideration, the lessor shall satisfy responsibilities and obligations as defined in the Solicitation for Offers No. 6FL0382 as amended.

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

(A) Standard Form 2 (SF-2) consisting of 2 pages, (B) RIDER to SF-2 consisting of 3 pages and Exhibit A - Site and floor plan consisting of 2 pages, (C) Solicitation for Offers No. 6FL0382 consisting of 56 pages including the Office Space Specifications and Requirements, (D) Amendment #1 to the SFO consisting of 1 page (E) Attachment #4 - PreLease Building Security Plan, consisting of 6 pages, (F) GSA Form 3517B (Rev.7/05) consisting of 32 pages, (G) GSA Form 3518 (Rev.1/07) consisting of 7 pages, (H) PreLease Fire Protection and Life Safety consisting of 4 pages, (I) ACH Vendor Miscellaneous Payment Enrollment consisting of 1 page.

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

Paragraph 5 of Standard Form 2 has been deleted in its entirety.

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

**LESSOR - Rutherford & Strickland Elkton, Inc.**

BY *William L. Rutherford*  
(Signature)

(Signature)

IN PRESENCE OF:

*James P. McWilliams*  
(Signature)

*P.O. Box 643, Madison, FL 32341*  
(Address)

**UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION**

BY *Malaguer L. T. B.*  
(Signature)

Contracting Officer  
(Official title)

STANDARD FORM 2  
FEBRUARY 1965 EDITION

COMPUTER GENERATED FORM (10/91)


EXCEPTION TO SF-2  
APPROVED BY GSA / IRMS 12-89

Initials:

*WLR* - *MD*  
Lessor Government

9. The award date of this lease shall be upon lease contract execution by both parties, Lessor and the Government. This lease reflects the terms and conditions of the accepted Final Proposal Revisions.
10. In accordance with Paragraphs 1.10 of the SFO, the Lessor agrees to provide up to **\$487,211.52 (\$37.454760 per ANSI BOMA Office Area square foot)** for the initial tenant improvements for the completion of all tenant space. Pursuant to Paragraph 1.11 of the SFO, in the event the final negotiated cost is less than the amount provided above, the Lessor agrees to refund such difference in the form of reduction of rent. In the event that the negotiated Tenant Improvement Cost is greater than the amount provided above, Lessor agrees to amortize the additional cost at **7.25%** throughout the firm lease term, or the Government may choose to pay lump sum for any part of the Tenant Improvement Cost. The Government and the Lessor must agree on any additional Tenant Improvement cost through a Supplemental Lease Agreement (SLA).
11. The total ANSI/BOMA Office Area square feet referred to in Paragraph 1 of the SF-2 is subject to adjustment, but may not exceed the maximum limitation defined in the SFO. Should there be any adjustments in the square footage delivered that has been determined through mutual field measurement, the per annum rental rate shall be adjusted. The lease will be amended by an SLA after actual measurements to establish the correct square footage and rental in compliance with the terms of the lease.
12. If heating or cooling is required by the Government on an overtime basis, it is mutually agreed that the cost is **\$0.00** per hour per floor, beyond the Government's normal hours of operations of 7:00 a.m. to 5:00 p.m.
13. In accordance with Paragraph 3.4 and 3.5 of the SFO, the Government's real estate tax shall be **\$2.61** per ANSI/BOMA Office area square foot (**\$2.27** per rentable square foot) and shall occupy **100.00%** of the ANSI/BOMA Office area square feet of the entire building.
14. For the purpose of operating cost escalations, the operating cost base in accordance with Paragraph 3.6 of the SFO shall be **\$7.33** per ANSI/BOMA Office area square foot (**\$6.37** per rentable square foot).
15. If there is a need to make adjustment for the vacated premises in accordance with Paragraph 3.12 of the SFO, the rental rate shall be reduced by **\$1.82** per rentable square foot.
16. In accordance with Paragraph 3.9 of the SFO, the common area factor (CAF) is established as **1.15%**.
17. The Lessor shall not construct, change, alter, remove, or add to the leased area of the premises without prior written notification and approval from the General Services Administration's Contracting Officer or his/her designated representative.

LESSOR:



GOVT:



18. Prior to acceptance of the space as substantial complete, the Lessor is required to complete the "Pre-Lease" Building Security Plan by a registered professional engineer along with his stamp.
19. Paragraph 1.7 of the SFO is hereby amended as follows: Occupancy is required by September 1, 2008.
20. If the property housing the leased premises is sold or transferred, the following information is required before the Government can acknowledge the successor in interest and change the payee for rent or other payments:
  - (I) Evidence of the transfer of title
  - (II) A letter from the successor Lessor (transferee) assuming, approving, and adopting the lease and agreeing to be bound by its terms.
  - (III) A letter from the prior Lessor (transferee) waiving all rights under the lease as against the United States of America, except unpaid rent through a specified date, usually the date of ownership transfer.
  - (IV) The IRS tax identification number for the new owner. Where leased premises are transferred by death of the Lessor, a copy of the letters of administration when there is no will, showing the Lessor(s), is required. Unless an interim court order is received, rents will be accrued and paid to the new owner(s) upon final settlement of the estate.
21. It is agreed by the parties hereto that all terms and conditions of this lease as expressly contained herein represent the total obligations of the Lessor and the Government. Any agreements, written or oral, between the Lessor and the Government prior to the execution of this lease are not applicable or binding. This agreement may be amended only by written instrument executed by the Lessor and the Government.
22. All questions pertaining to this lease shall be referred to the Contracting Officer of the General Services Administration or his/her designee. The Government occupant is not authorized to administer the lease. The General Services Administration assumes no responsibility for any cost incurred by the Lessor except as provided by the term of this lease or authorized in writing by the Contracting Officer or his/her designee.
23. The Contracting Officer represents the General Services Administration as agent with authority to enter into this lease on behalf of the Government and executed this document in his official capacity only, and not as an individual.
24. The Tax identification number and DUNS number for the ownership entity is [REDACTED] and 150780356, respectively.
25. The amount of [REDACTED] for the Tenant broker's fee is established based upon a negotiated commission rate of [REDACTED] of the firm term value of this lease. The amount of [REDACTED] which is [REDACTED] of the [REDACTED] will be deducted from the shell portion of the rent until it has been refunded to the Government. This calculates to a rental

LESSOR: U6R

GOVT: [Signature]

RIDER to SF2  
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Port St. Lucie, FL  
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reduction of [REDACTED] per month for 2 months from the effective date of the lease. The [REDACTED] balance of the commission which equates to [REDACTED] is to be paid to the broker as follows: fifty percent (50%) is due and payable within 30 days of lease award to: The Staubach Company, 8484 Westpark Drive, McLean, Virginia 22102. To the extent that there is an adjustment in the rental rate prior to the Government's occupancy, the commission shall be adjusted accordingly. The remaining fifty (50%) of the commission shall be due upon occupancy.

LESSOR:



GOV'T:

