

STANDARD FORM 2
GENERAL SERVICES
ADMINISTRATION

US GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE:

5/27/09

LEASE NO. 47881

THIS LEASE, made and entered into this date by and between GS Partnership, LLP

Whose address is

5010 Bayshore Boulevard - Unit 2
Tampa, Florida 33611 - 3859 [Signature] MG

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 22,037 Rentable Square Feet (RSF) of office and related space (19,163 ANSI/BOMA Office Area Square Feet (OASF) at 3415 Frontage Road, Tampa, Hillsborough county, Florida 33607-7011. Ninety-six (96) on-site surface parking spaces are to be provided at no extra cost to the Government. Employee and visitor parking are separate with secured employee parking accessed via a gate.

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 December 22, 2010 to December 21, 2020, subject to termination and renewal rights as may be hereinafter set forth.

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 per RSF¹</u>	<u>RATE per OASF²</u>	<u>MONTHLY RATE</u>
12/22/2010 - 12/21/2015	\$716,202.50	\$32.50	\$37.37	\$59,683.54
12/22/2015 - 12/21/2020	\$561,943.50	\$25.50	\$29.32	\$46,828.63

Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rental by the RSF.

Note 2. The rate per OASF is determined by dividing the total annual rental by the OASF.

4. The Government may terminate this lease, in whole or in part, at any time on or after 12/21/2015 by giving the Lessor at least one hundred and twenty (120) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

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

~~DELETED~~

~~DELETED~~

~~DELETED~~

~~DELETED~~

~~DELETED~~

[Signature] MT

6. Rental is subject to the Government's measurement of plans submitted by the Lessor or a mutual on-site measurement of the space and will be based on the rate, per OASF as noted in Paragraph 3 above, in accordance with Clause 22 (PAYMENT), GSA form 3517, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum 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:

**GS Partnership, LLP
Maurice Garrett, Partner
5010 Bayshore Boulevard – Unit 2
Tampa, Florida 33611**

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) 7FL2056.
 - B. Buildout in accordance with Solicitation for Offers 7FL2056. Government design intents drawings will be furnished within one hundred and twenty (120) working days subsequent to lease award. All tenant alterations to be completed within one hundred and eighty (180) working days from receipt of the Government's notice to proceed for tenant improvements or the lease effective date identified under Paragraph 2, whichever is later. **Lease term to be effective and rental to begin on date of occupancy, if different from Paragraph 2.**
 - 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 7FL2056, Amendment #1 dated 9/22/08 and Amendment #2 dated 10/17/08.
 - B. GSA Form 3517 entitled General Clauses (Rev. 11/05).
 - C. GSA Form 3518 entitled Representations and Certifications (Rev. 01/07).
 - D. Floor plans, titled Attachment "A", by reference.
 - E. GS Partnership, LLP Exceptions/Deletions to SFO 7FL2056

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

LESSOR: GS Partnership, LLP

BY

Maurice Garrett, Partner

Maurice Garrett
(Signature)

IN THE PRESENCE OF:

Stephen Heryles
(Signature)

[Redacted]
(Address)

UNITED STATES OF AMERICA:

BY

Milagros L. Toro
(Signature)

**GENERAL SERVICES ADMINISTRATION
Milagros (Millie) Toro, Contracting Officer**

NOT [Signature]

9. The rent rate in paragraph 3, the Tenant Improvement Allowance (TI) provided in the lease is \$9.51 OASF rounded or \$758,088.28 amortized at an interest rate of 7.5% over 5 years. The T/I will be used to construct the interior space in accordance with the approved Design Intent Drawings provided by the Government. If the T/I cost exceeds \$9.51 OASF rounded (for up to 19,163 OASF) or \$758,088.28, the balance due the Lessor will be paid by rental adjustment, or lump sum, to be determined by the Government. If the entire T/I of \$9.51 OASF rounded or \$758,088.28 is not used, the Government will adjust the rental rate downward to off-set the difference in the tenant improvement. The Lessor understands, in lieu of Cost and Pricing Data, each of his sub-contractors shall solicit two (2) bids for work completed as a part of the initial tenant alterations, e.g., for electrical, plumbing, etc. The lowest responsive bid will be accepted.

10. In accordance with Paragraph 3.3 (Tax Adjustment), the percentage of Government Occupancy is established as 59.02% (Based on Government occupancy of 22,037 rentable square feet and total building area of 37,337 rentable square feet. Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum OASF stated in the SFO, and in accordance with GSA Form 3517, GENERAL CLAUSES.

11. In accordance with Paragraph 3.5 (Operating Costs), the escalation base is established as ~~\$5.58~~ POASF (\$4.86 PRSF) rounded or ~~\$107,062.61~~. Operating costs are subject to annual adjustment.

12. In accordance with Paragraph 3.9 (Common Area Factor), the common area factor (CAF) is established as 15% rounded based on 19,163 ANSI/BOMA Office Area Square Feet (OASF) and 22,037 rentable square feet.

13. In accordance with Paragraph 3.12 (Adjustment for Vacant Premises), the adjustment is established as \$3.50 OASF (rental reduction) for the space vacated by the Government prior to expiration of the term of the lease. The applicable space must be an area that can be segregated so that services for that space may be terminated. Said reduction shall occur after the Government gives sixty (60) calendar days prior notice to the Lessor and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.

14. In accordance with Paragraph 3.13 (B) (Evidence of Capability to Perform); (1) Construction Plans will be submitted to the Government for approval within thirty (30) working days after the Lessor receives the Design Plans. (2) Construction Bids will be submitted to the Government for approval within fifteen (15) working days after Construction Plans are approved. (3) A building permit application will be submitted within five (5) working days after the Government has approved the bid selection.

15. In accordance with Paragraph 3.14 (Change of Interest), amended to include that the Government shall not withhold permission unreasonably.

16. Paragraph 3.15(A) (Construction Schedule and Acceptance of Tenant Improvements). Lessor shall provide a construction schedule thirty (30) days after the Government's approval of the design intent drawings.

17. Paragraph 3.17 (Progress Reports) is amended. Progress reports are required. Meetings will be conducted via teleconference.

18. In accordance with Paragraph 7.3 (Overtime Usage), it is established to be \$25.00 per hour for the entire leased space for HVAC and electrical overtime usage. HVAC for the ADP room is required 24 hours, 7 days a week and it is established that an additional charge for the ADP room is \$1,500.00 per quarter, \$6,000.00/year. The overtime costs are separate from the rental and the Lessor will be reimbursed through payment issued by the GSA Management office.

19. Paragraph 5.21 (Building Directory) is not applicable. Building is a single tenant facility.

20. Paragraph 6.16 (Elevators) is not applicable. Building is one story.

21. In accordance with Paragraph 7.2 (Normal Hours), hours of operation are established to be 7:00 a.m. to 5:00 p.m., Monday – Friday.

22. In accordance with Paragraph 9.2 (Requirements), Lessor shall provide and install

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Lessor

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23. In accordance with Paragraph 9.7 (Radon in Air) and Paragraph 9.8 (Radon in Water), a Radon Certification must be furnished within 150 days after award. Any corrective action must be completed within 30 days after tests are completed at no additional costs to the Government. If re-testing is required, results shall be forwarded to the General Services Administration Contracting Officer.

24. In accordance with Solicitation for Offers 7FL2056, Amendment Number 2, dated 10/17/08, the Lessor is required to provide and relocate the [REDACTED] to a temporary alternate location for any area affected by alterations at Lessor's expense. Lessor shall apply for building permit of this temporary (swing) space within five (5) working days of Lessor's receipt of the Government approved construction drawings. Construction will commence no later than ten (10) working days after receipt of a building permit. Space will be comparable to current occupied space, including walls, paint, carpet, electrical outlets, etc. Lessor will not be responsible for the relocation of the [REDACTED]'s security systems.

25. LEED®-CI (Leadership in Energy and Environmental Design for Commercial Interiors) and LEED®-NC (Leadership in Energy and Environmental Design for New Construction) requirements are not applicable.

26. In accordance with the SOLICITATION FOR OFFERS 7FL2056, Paragraph 1.13 the Lessor and the Broker have agreed to a SFO cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor

shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED], [REDACTED] per month rounded, for two (2) months of the lease. The Lessor agrees to pay the Commission less the Commission Credit, [REDACTED], to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$59,683.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$59,683.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent;

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