

US GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

9/15/09

LEASE NO.

GS-04B-59837

THIS LEASE, made and entered into this date by and between DRA CRT Orlando Central Center, LLC

whose address is 930 Woodcock Rd, Suite 127  
Orlando, FL 32803-3713

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 32,330 rentable square feet (rsf) (29,126 BOMA usable square feet) of office and related space and 122 parking spaces for official government use, as shown in the attached drawings and plans, in a building located at 3535 Lawton Rd, Orlando, Florida 32803-3713.

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 TEN (10) YEAR, FIVE (5) YEAR FIRM term to begin upon acceptance by the Government which shall be more specifically set forth by SLA, 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:

TERM

ANNUAL RENT

RATE PRSF  $\Sigma$

MONTHLY RATE

*See Paragraph 15*

$\Sigma$  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 terminate this lease, in whole or in part, at any time on or after the fifth full year, by giving the Lessor at least 90 days notice in writing. No rent shall accrue after the effective date of termination and the Government shall not be liable for unpaid amortized tenant improvements. 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:

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

&

  
Govt

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:

DRA CRT Orlando Central Center, LLC  
930 Woodcock Rd, Suite 127  
Orlando, FL 32803-3713

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) 9FL2187. This is a fully serviced lease.
- B. Buildout in accordance with Solicitation for Offers 9FL2187. All tenant alterations to be completed no later than June 1, 2010. 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 (SFO) 9FL2187
- B. Rider to the Lease
- C. GSA Form 3518 entitled Representations and Certification (Rev 6/08)
- D. GSA Form 3517B entitled General Clauses (Rev 7/05)

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

LESSOR DRA CRT Orlando Central Center, LLC

DAVID LUSKI  
VICE PRES.

BY \_\_\_\_\_  
Authorized Official, Title

  
(Signature)

IN THE PRESENCE OF:

Stella Lee-Morris  
(Signature)

220 E. 42nd Street, New York, NY 10017  
(Address)

UNITED STATES OF AMERICA

BY C. Johnson  
(Signature)

CHARLES JOHNSON, CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
(Official title)

INITIALS:

Lessor

&

Gov't

Rider to Lease GS-04B-59837

9. In accordance with Paragraph 4.1(C) (Common Area Factor), the common area factor (CAF) is established as 1.11.

11. In accordance with Paragraph 4.3 (Operating Costs), the escalation base is established as \$4.86 per rentable square foot (\$157,123.80).

12. In accordance with Paragraph 4.2 (Tax Adjustment), the percentage of Government occupancy is established as 100%.

13. The Adjustment for Vacant Premises shall be \$2.82/usf.

14. The rate for overtime usage is \$15.50 per hr. per zone. There shall be no additional costs for the 24/7 overtime HVAC to the server room.

15. 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 June 1, 2010. 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 10 consecutive calendar years. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.

Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 3.10 of the lease, "ANSI/BOMA Office Area Square Feet" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of:

Years 1-5:

Building Shell: \$12.89/rsf (\$416,733.70 per annum)

Operating Costs: \$4.86/rsf (\$157,123.80 per annum)

Tenant Improvements: \$8.58/rsf (\$277,391.40 per annum)

Total Annual Rent: \$26.33/rsf (\$851,248.90 per annum)

Years 6-10:

Building Shell: \$14.89/rsf (\$481,393.70 per annum)

Operating Costs: \$4.86/rsf (\$157,123.80 per annum)

Total Annual Rent: \$19.75/rsf (\$638,517.50 per annum)

\*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$1,139,991.64, which is included in the rent, using the 8% amortization rate over the lease firm term of 5 years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 8% amortization rate.

If the Government spends more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.

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.

Lessor DRA CRT Orlando  
Central Center, LLC

LESSOR'S SIGNATURE

GOVERNMENT'S SIGNATURE