

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE:

LEASE No. -GS-04B61952

THIS LEASE, made and entered into this date between Roy E. Burch, Trustee

whose address is: 2885 Jupiter Park Drive, Suite 1800
Jupiter, FL 33458-6046

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 7,745 rentable square feet (r.s.f.) yielding approximately 7,377 ANSI/BOMA Office Area square feet and related space on the first (1st) Floor of the building located at 925 SE 1st Street, Belle Glade, FL 33430-4305, in accordance with the attached floor plan labeled Exhibit "A" attached hereto and made a part hereof, together with, thirty-six (36) onsite parking spaces at no additional cost.

Said premises 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 _____ through _____, subject to termination and

renewal rights as may be hereinafter set forth.

SEE PARAGRAPH 9 OF THE RIDER

3. The Government shall pay the Lessor annual rent of \$132,707.20 at the rate of \$ 11,058.93 per month in arrears from February 9, 2011 for existing 5,785 rsf (existing space) and modify rent after the expansion space 1,960 rsf is accepted per Paragraph 9 of the Rider. After acceptance, the Government shall pay the Lessor annual rent of \$241,024.40 at the rate of \$20,085.36 per month in arrears for the remaining firm term, and annual rent of \$167,137.10 at the rate of \$ 13,928.09 per month in arrears for Years 6-10.

Lease 2-9-11 - Expansion Acceptance 5,785 RSF 5,706 USF Annual Rates (RSF)

Warm Lit Shell	\$15.61	\$15.82	\$90,303.85
Operating Expenses	\$ 7.33	\$ 7.43	\$ 42,404.05
Total	\$22.94	\$23.25	\$132,707.90

Government shall pay the Lessor annual rent of \$241,024.40 at the rate of \$ 20,085.36 per month in arrears from the initial effective date of the Lease, February 9, 2011 through the remaining firm term after acceptance of the expansion space. Government shall pay the Lessor annual rent of \$167,137.10 at the rate of \$ 13,928.09 per month in arrears for Years 6-10.

Lease Acceptance of Additional 1,960 RSF 7,745 RSF 7,377 USF Annual Rates (RSF)

Warm Lit Shell	\$13.63	\$14.31	\$105,564.35
Real Estate Taxes	\$ 1.98	\$ 2.08	\$ 15,335.10
Security Costs	\$ 0	\$ 0	\$ 0
Operating Expenses	\$ 7.33	\$ 7.70	\$ 56,770.85
Tenant Improvements	\$ 8.18	\$ 8.58	\$ 63,354.10
Total	\$31.12	\$32.67	\$241,024.40

Rent for a lesser period shall be prorated. Rent shall be made payable to:

Roy E. Burch, Trustee
2885 Jupiter Park Drive, Suite 1800
Jupiter, FL 33458-6046

4. The Government may terminate this lease in whole or in part effective any time after the fifth (5) year of this lease giving at least sixty (60) days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

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.

PARAGRAPH 5 IS DELETED WITHOUT SUBSTITUTION

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:

- A. All services, maintenance and other operations as set forth elsewhere in this lease.
- B. All responsibilities and obligations as defined in the Solicitation for Offers Number OFL2119 and other attachments to the Lease referenced in Paragraph 7 of this SF-2 form.

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

All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:

- a) The Solicitation For Offers Number OFL2119 (pages 1-55) (all references to SFO shall also refer to any Special Requirements and Amendments); as amended to reflect offered waivers/deviations and deletions.
- b) Special Requirements (Pages 1-14).
- c) GSA Form 3517B (pages 1-33).
- d) GSA Form 3518 (pages 1-7).
- e) Sheet no. 1 containing Paragraphs 9-15.
- f) First generation Blue-Line Plan (Exhibit "A").
- g) Site Plan (Exhibit "B_").

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

- a) Paragraphs 2 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 15 have been added.
- b) Revised and initialed SFO OFL2119 to reflect agreed upon changes.
- c) Agreed upon Lease terms and conditions which take precedence over SFO requirements/wording regarding these matters:
 - 1. The January 21, 2012 occupancy date has been deleted. The space will be completed for occupancy as soon as possible and in a Reasonable time frame. Timing for completing some of the construction schedule tasks under SFO 5.10 are not reasonable or Realistic. Therefore, the Lessor will complete the build out of the space for occupancy at a minimum of five months after receipt of Approved construction drawings from the Government and issuance of a construction permit by the city of Belle Glade and approval By the County Fire Department.
 - 2. New flooring, wall covering, and window covering should be installed at the inception of the expansion under the TIA. Other than SFO-Required cyclic services, Lessor will not be held responsible for any maintenance/replacement/repair of such items during the first five-Year firm term of the lease.
 - 3. Cleaning of the leased premises will continue to be done during working hours.
 - 4. The restrooms currently existing in the leased premises are acceptable in their as-is conditions and locations, as shown on the proposed Floor plan.
 - 5. No further action is required by the Lessor under Form 12000, Prelease Fire Protection and Life Safety.
 - 6. A Certificate of Seismic Compliance Form will not be completed by Lessor, and no additional information/action is required from the Lessor

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

LESSOR:

BY *By E Dual* *Trustee*
(Signature) (Title)

IN PRESENCE OF:

Dennis M. Cough
(Signature)

UNITED STATES OF AMERICA:

BY *Quovadi Green*
(Signature)

GENERAL SERVICES ADMINISTRATION, Public Buildings Service

CONTRACTING OFFICER, GSA
(Official Title)

AB

9. TO HAVE AND TO HOLD the Premises with their appurtenances for the term beginning on the day the expansion space is accepted by the Government as complete and ready for occupancy through the **following ten (10) years term** in accordance with the Paragraph entitled "Inspection of Premises" herein, subject to termination rights as may be hereinafter set forth.

10. **TAX ADJUSTMENT:** Pursuant to Paragraph 4.2, "Tax Adjustment," for purposes of tax escalation, the Government occupies 7,377 / 7,745 rentable square feet (100%).

11. **OPERATING COST:** Pursuant to Paragraph 4.3, "Operating Costs," the base rate for purposes of operating cost escalation is established at \$ 56.770.85 per annum. (\$7.33) per rentable square foot).

12. **ADJUSTMENT FOR VACANT PREMISES:** Pursuant to Paragraph 4.4, "Adjustment for Vacant Premises", in the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$3.00 per ANSI/BOMA square foot per annum for operating expenses. The Adjustment for Vacant Premises rate shall be escalated annually based upon Paragraph 4.3, "Operating Costs."

13. **OVERTIME USAGE:** Pursuant to Paragraph 4.6, "Overtime Usage", upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (8:00 a.m. – 5:00 p.m., Monday through Friday, and except Saturday, Sundays and Federal Holidays ("Normal Hours")), at a rate of \$25.00 per hour. The Lessor will not charge the Government if Lessor otherwise provides these services to other building tenants during the Government's overtime hours. The Lessor must submit a proper invoice quarterly to GSA Building Manager or designee located at the building, to receive payment.

14. **TENANT IMPROVEMENT ALLOWANCE:** The maximum Tenant Improvement Allowance has been established by Paragraph 3.2, "Tenant Improvements," is \$276,268.65 (\$8.18 per rentable square foot) amortized for a period of sixty (60) months at 5.5%.

Pursuant to Paragraph 3.3 of the SFO, in the event the Tenant Improvement Cost is less than the amount provided above, the Lessor agrees to refund such difference in the form of reduction of base rent using a 5.5% amortization rate. The refund will be a credit of the rent equally spread out throughout the firm lease term (60 months). In the event that the Tenant Improvement cost is greater than the amount provided above the Government may choose to reduce the Tenant Improvement requirement or pay lump sum for any part of the Tenant Improvement Cost. The Government and Lessor must agree on any additional Tenant Improvement Cost through a Supplemental Lease Agreement.

15. **COMMISSION AND COMMISSION CREDIT:**

"In accordance with SFO 0FL2119 Broker Commission and Commission Credit, AmeriVet Real Estate Services Inc ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in SFO Paragraph 2.5, [REDACTED] of the Commission, will be payable to AmeriVet Real Estate Services Inc. The remaining [REDACTED] which is the "Commission Credit", shall be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time period practicable.

Notwithstanding Paragraph 3 of this Lease, 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 \$20,086.38 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent

Second Month's Rental Payment \$20,086.38 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent

"NOTE: Commissions and/or credits are treated as confidential financial information and are not for public disclosure. The information is not for use for any other purpose than that for which it is provided without consent of the GSA Lease Contracting Officer."

Initials: [Signature] & [Signature]
Lessor Government