

This Lease is made and entered into between

**One Broward Blvd Holdings, LLC**

("the Lessor"), whose principal place of business is C/O Ivy Realty Services One Paragon Drive Suite 125 Montvale, NJ 07645-1744 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at


**One East Broward Blvd Fort Lauderdale, FL33301-1806**

together with rights to the use of parking and other areas as set forth herein.

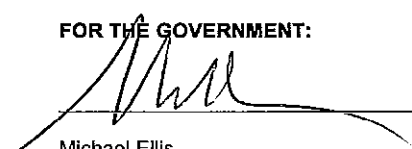
To Have and To Hold the said Premises with their appurtenances for the term beginning **September 1, 2011 through August 31, 2021** of the subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the General Services Administration.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

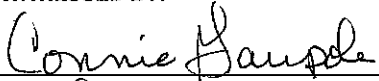
**FOR THE LESSOR:**

  
Name: Anthony DiTommaso  
Title: Manager  
Date: 12/19/11

**FOR THE GOVERNMENT:**

  
Name: Michael Ellis  
Title: Lease Contracting Officer  
Date: 2/2/12

**WITNESSED BY:**

  
Name: Connie Gaupke  
Title: Leasing + Marketing Coordinator  
Date: 12/19/11

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## SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

### 1.01 THE PREMISES—SUCCEEDING (APR 2011)

Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this lease. These exceptions include, but are not limited to, security improvements, National Fire Protection Association (NFPA) requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the lease paragraphs and attached General Clauses.

The Premises are described as follows:

Office and Related Space: 10,066 rentable square feet (RSF), yielding 8,833 ANSI/BOMA Office Area (ABOA) square feet (sq. ft.) of office and related space (based upon a Common Area Factor of 18.59 percent, located on the 1<sup>st</sup> and 11<sup>th</sup> floor(s) and known as Suite(s) 107 and 1100, of the Building, .

### 1.02 EXPRESS APPURTENANT RIGHTS (APR 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas with the Lessor's expressed written consent. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: 3 parking spaces of which 3 shall be structured inside spaces reserved for the exclusive use of the Government,. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

### 1.03 RENT AND OTHER CONSIDERATION—SUCCEEDING (APR 2011)

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

Period	Full Service Rate	
	Annual Rent	Annual Rent/RSF
09/01/2011 - 08/31/2013	\$ 264,735.80	\$ 26.30
09/01/2013 - 08/31/2015	\$ 275,244.60	\$ 27.34
09/01/2015 - 08/31/2017	\$ 286,115.88	\$ 28.42
09/01/2017 - 08/31/2019	\$ 297,389.88	\$ 29.54
09/01/2019 - 08/31/2021	\$ 309,167.04	\$ 30.71

B. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

C. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

D. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in Paragraph 1.01, "The Premises," created herein.
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease.
4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.
4. All services, utilities maintenance required for the proper operation of the Property, the Building, and the Leased Premises, in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements of this Lease. . In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

G. Parking shall be provided at a rate of **\$85** per parking space per month (Structure), which is included in the annual rental rate.

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (APR 2011)**

**1.05 TERMINATION RIGHT (APR 2011)**

The Government may terminate Suite 107 of this Lease, in whole or in part, at any time after August 31, 2014 by providing not less than **270** days' prior written notice to the Lessor. The Government may terminate Suite 1100 of this Lease, in whole or in part, at any time after August 31, 2016 by providing not less than **270** days' prior written notice to the Lessor the effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

**1.06 RENEWAL RIGHTS (APR 2011)**

**1.07 DOCUMENTS INCORPORATED BY REFERENCE**

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
GSA Form 3517B General Clauses		A
GSA Form 3518, Representations and Certifications		B

**1.08 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (APR 2011)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is **2.98** percent. The percentage of occupancy is derived by dividing the total Government space of **10,066** rentable square feet by the total building space of **338,201** rentable square feet.

**1.09 OPERATING COST BASE (APR 2011)**

**1.10 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (APR 2011)**

**1.11 OVERTIME HVAC RATES (APR 2011)**

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

**\$35** per hour for the entire space.

**1.12 24-HOUR HVAC REQUIREMENT (APR 2011)**

The Overtime Usage rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at a rate of **\$35** per ABOA sq. ft. of the area receiving the additional overtime HVAC.

**1.13 ADDITIONAL BUILDING IMPROVEMENTS (APR 2011)**