

LEASE NO. GS-04B-62038

Standard Lease
GSA FORM L201C (January 2012)

This Lease is made and entered into between

Prudential Insurance Company of America

("the Lessor"), whose principal place of business is 213 Washington Street, Newark, NJ 07102-2917, 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

701 San Marco Boulevard, Jacksonville, FL 32207-8175

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein.

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning upon December 1, 2012 and continuing for a period of

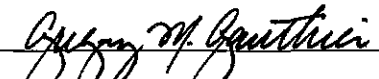
5 Years, with 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

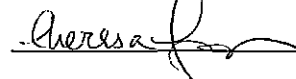
In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

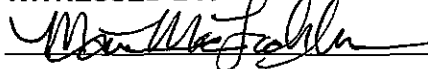
AS


Name: Gregory M. Gauthier
Title: Vice President, Prudential Insurance Company of America
Date: 12/6/2012

FOR THE GOVERNMENT:


Theresa Fung
Lease Contracting Officer, General Services Administration
Date: 12/10/2012

WITNESSED BY:


Name: MAURSEN MACLAUGHLIN
Title: THE GSA BATH GRAP
Date: 12/6/12

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (AUG 2011)

The Premises are described as follows:

Office and Related Space: 217,073 rentable square feet (RSF), yielding 188,759 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space based upon a common area factor of 15 percent, located on the **Ground, 3rd, 4th, 5th, 6 West, and 12 East** floor(s), of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

1.02 EXPRESS APPURTENANT RIGHTS (AUG 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. 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: 485 parking spaces as depicted on the plan attached hereto as Exhibit B of which 85 shall be structured inside spaces marked and reserved for the exclusive use of the Government. The Lessor shall provide 485 unreserved parking spaces in the Flagler surface lot. Shuttle bus service will be provided Monday through Friday from 5:30 a.m. to 10:00 p.m. If the Government reduces its space, the unreserved parking spaces shall be reduced proportionately based on rentable square feet.

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (AUG 2011)

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

	FIRM TERM, YEARS 1-5 DECEMBER 1, 2012-NOVEMBER 30, 2017	
	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$2,330,978.79	\$10.74
OPERATING COSTS	\$1,287,681.30	\$ 5.93
TENANT IMPROVEMENTS RENT ¹	-	-
TOTAL ANNUAL RENT ¹	\$3,618,660.09	\$16.67

¹In accordance with Paragraph 1.08, 1.09 and 7.02 of the Lease, upon completion and acceptance of the Tenant Improvements, the rent shall be adjusted to amortize the actual Tenant Improvement (TI) costs as Tenant Improvements Rent over the remaining firm term at a rate of 6.5 percent per annum. Given an estimated TI of \$304,500.00 amortized at a rate of 6.5% over 60 months, the estimated Tenant Improvements Rent would be \$71,494.81 in Annual Rent with a \$.33 Annual Rate/RSF for an estimated Total Annual Rent of \$3,690,154.80 or \$17.00/RSF. Until acceptance of the Tenant Improvements, rent will commence effective December 1, 2012, for only the Shell Rent and Operating Costs. The commencement date of the Tenant Improvements Rent, along with the actual TI costs and adjustment to the Total Annual Rent, shall more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the Tenant Improvements by the Government.

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 188,759 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. 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.

E. 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.

F. 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; and 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.

G. Parking shall be provided at a rate of \$0 per parking space per month (Structure).

1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)~~ INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate in part by releasing up to a cumulative total of **41,443 RSF** of space, on or after November 30, 2015 by providing not less than **180 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 (AUG 2011)

This Lease may be renewed at the option of the Government at the following rental rate(s)

	OPTION TERM 1, YEARS 6-10		OPTION TERM 1, YEARS 11-15	
	ANNUAL RENT	ANNUAL RATE / RSF	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	\$2,680,851.55	\$12.35	\$3,082,436.60	\$14.20
OPERATING COST	OPERATING COST BASIS SHALL CONTINUE FROM YEAR 1 OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.			

	OPTION TERM 2, YEARS 16-20	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	\$3,549,143.55	\$16.35
OPERATING COST	OPERATING COST BASIS SHALL CONTINUE FROM YEAR 1 OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least **360** days before the end of the original lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.

1.07 DOCUMENTS INCORPORATED BY REFERENCE (SEPT 2011)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	9	A
PARKING PLAN(S)	2	B
GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT	2	C
SECURITY UNIT PRICE LIST	1	D
AGENCY-SPECIFIC REQUIREMENTS	7	E
SECURITY REQUIREMENTS	3	F
ADA IMPROVEMENTS	2	G
GSA FORM 3517B GENERAL CLAUSES	48	H
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	I
SMALL BUSINESS SUBCONTRACTING PLAN	9	J

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$304,500. The Government requires a "turnkey" TI Allowance for the existing leased space to cover the cost of the alterations outlined in Exhibit E. The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. Upon completion and acceptance of the Tenant Improvements, this amount will be amortized in the rent over the remaining firm term of this Lease at an annual interest rate of 6.5 percent.

1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011)

A. The Government, at its sole discretion, shall make all decisions as to the use of the TI Allowance. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the firm term.

B. The Government shall have the right to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unamortized balance of the TIA. If the Government elects to make a lump sum payment

for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the Lease.

C. If it is anticipated that the Government will spend more than the allowance identified above, the Government shall have the right to either:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the lease paragraph entitled "Acceptance of Space and Certificate of Occupancy," or
3. Negotiate an increase in the rent.

1.10 TENANT IMPROVEMENT FEE SCHEDULE (AUG 2011)

For pricing TI Costs as defined herein, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF CONSTRUCTION COSTS)	\$0 OR 0%
LESSOR'S PROJECT MANAGEMENT FEE (% OF CONSTRUCTION COSTS)	0%

1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (AUG 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 30.78 percent. The percentage of occupancy is derived by dividing the total Government space of 217,073 RSF by the total building space of 705,341 RSF.

The real estate tax base, as defined in the Real Estate Tax Adjustment clause of the Lease is \$ 266,008.19.

1.12 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$ 5.93 per rentable sq. ft (\$1,287,681.30/annum).

1.13 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (AUG 2011)

In accordance with the section entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$2.00 per ABOA SF of space vacated by the Government.

1.14 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

- \$45.00 per hour per floor

1.15 24-HOUR HVAC REQUIREMENT (APR 2011)

The hourly overtime HVAC 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 the following annual rates based on the area receiving the 24-hour HVAC:

- Data Center A/C 5W: \$20,000
- Computer Room 1W: \$38,000.00
- FCU's in 3 & 5W: \$500.00
- Generator Room: \$750.00
- Hot Water Heater 6W: \$1,000.00
- A/C 5E: \$4,000.00
- Closet 5W: \$3,000.00
- UPS 1W: \$2,250.00

Total annual rate for all areas: \$69,500.00

Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the building at no additional cost.

1.16 ADDITIONAL BUILDING IMPROVEMENTS (AUG 2011)

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire Protection and Life Safety, Seismic, and Energy Efficiency):

- A. Deliver restrooms, lobbies, and other areas which the Government shall have routine access in a clean condition; and satisfy the janitorial standards established in Section 6.07 JANITORIAL SERVICES (SEPT 2011) of the Lease. These conditions shall be met prior to acceptance of the space and throughout the term of the lease.
- B. Complete improvements required per Section 3.21 of the Lease in accordance to the scope and delivery dates outlined in Exhibit G, ADA Improvements. Work related to the cafeteria renovation shall be completed in conjunction with that renovation and by no later than Dec. 31, 2014. Timeframes provided on Exhibit G shall be effective starting from lease award.