

LEASE NO. GS-04P-LFL00138

INSTRUCTIONS TO OFFEROR: Do not attempt to complete this lease form (GSA Lease Form L100, hereinafter Lease Form). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on Offeror's submitted GSA Lease Proposal Form 1364, (hereinafter Lease Proposal Form) into a Lease Form, and transmit the completed Lease Form, together with appropriate attachments, to the successful Offeror for execution.

This Lease is made and entered into between

Port of Palm Beach

(Lessor), whose principal place of business is 1 East 11th Street # 600 Riviera Beach, FL 33404-6920, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(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:

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

1 East 11th Street Riviera Beach, FL 33404-6920

and more fully described in Section 1 and Exhibit 1, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning on **October 1, 2017** and continuing for a period of **10 Years, 5 Years Firm, expiring September 30, 2027.**

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

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:

FOR THE GOVERNMENT

Name: Blair Cirklin
Title: Commissioner
Entity Name: Port of Palm Beach
Date: 9/28/2017

Name: James Thompson
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 10/5/17

WITNESSED FOR THE LESSOR BY:

Name: Venice Howard
Title: Deputy Clerk
Date: 9/28/2017

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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LESSOR:



GOVERNMENT:



GSA FORM L100 (10/16)

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2016)

The Premises are described as follows:

A. Office and Related Space: 13,296 rentable square feet (RSF), yielding 10,685 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 2nd and 3rd floor(s) of the Building, as depicted on the floor plan(s).

B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as 1.2139 percent. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 52 parking spaces, reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and 52 shall be surface/outside parking spaces. 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.

Parking Breakout is as follows:

- 22 Spaces to be provided for CBP at no charge.
- 15 Spaces at no charge to APHIS with 15 additional spaces at \$50.00 per space per month to APHIS.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (OCT 2016)

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

	BLOCK A █ (10,298 RSF)	BLOCK B █ (2,998 RSF)	BLOCK A+B COMBINED (13,296 RSF)
	ANNUAL RENT		ANNUAL RENT
SHELL RENT ¹	\$319,238.00	\$92,907.00	\$412,145.00
OPERATING COSTS ²	\$ 50,769.14	\$14,775.21	\$ 65,544.35
PARKING ⁵	\$ 0.00	\$9,000.00	\$ 9,000.00
TOTAL ANNUAL RENT	\$370,007.14	\$ 116,682.21	\$ 486,689.35

¹Shell rent calculation:
 (10/01/2017 – 09/30/2022) \$31.00 per RSF multiplied by the RSF stated under Paragraph 1.01
 (10/01/2022 – 09/30/2027) \$34.10 per RSF multiplied by the RSF stated under Paragraph 1.01

²Operating Costs rent calculation: \$4.93 per RSF multiplied by the RSF stated under Paragraph 1.01

⁵Parking costs described under sub-paragraph I below

B. In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital (BSAC) for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

C. INTENTIONALLY DELETED

D. Rent is subject to adjustment upon reconciliation from quantities in the Lease to the approved DIDs and post-DID change orders, based on unit prices negotiated and agreed upon prior to Lease award.

E. INTENTIONALLY DELETED

F. 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.

G. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

H. 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 herein in the paragraph entitled "The Premises."

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.

I. Parking shall be provided at a rate of \$0.00 per parking space per month (structured), and \$50.00 per parking space per month (surface) as per paragraph A section 1.02.

J. ~~In accordance with the Lease negotiations, the Lessor has offered free rent to the Government for the first XX (X) months of the Lease. Therefore, the first XX (X) months of the Lease shall be provided at no cost to the Government.~~

1.04 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016) INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (OCT 2016)

A. The Government may terminate the APHIS space, 2,924 rsf, in whole or in part, at any time effective after the execution of the lease, by providing not less than 30 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 if cancelled in whole. Shell Rate and Operating Rate will reflect the adjusted square footage at the prevailing rate under the terms of the lease.

B. The Government may terminate the CBP space, 10,372 rsf, in whole or in part, at any time effective after September 30, 2022, by providing not less than 30 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 if cancelled in whole. Shell Rate and Operating Rate will reflect the adjusted square footage at the prevailing rate under the terms of the lease.

1.06 RENEWAL RIGHTS (OCT-2016) INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2016)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	-	
PARKING PLAN(S)	-	
AGENCY REQUIREMENTS	-	
TENANT IMPROVEMENTS UNIT PRICE LIST	-	
SECURITY REQUIREMENTS	-	
SECURITY UNIT PRICE LIST	-	
GSA FORM 3517B GENERAL CLAUSES	46	
GSA FORM 3518-SAM, ADDENDUM 10 SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	10	
SEISMIC FORM C, BUILDING RETROFIT OR NEW CONSTRUCTION PREAWARD COMMITMENT	N/A	
SMALL BUSINESS SUBCONTRACTING PLAN	N/A	
DOL Wage Determination	N/A	
REVISION(S) TO LEASE ISSUED UNDER RLP AMENDMENT NUMBER(S) 4FL0454	N/A	

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016) INTENTIONALLY DELETED

1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012) INTENTIONALLY DELETED

1.10 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012) INTENTIONALLY DELETED

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013) INTENTIONALLY DELETED

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2016) INTENTIONALLY DELETED

1.13 REAL ESTATE TAX BASE (SEP 2013) INTENTIONALLY DELETED

1.14 OPERATING COST BASE (OCT 2016)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$4.93 per RSF.

1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the 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 \$XX.XX per ABOA SF of Space vacated by the Government.

1.16 HOURLY OVERTIME HVAC RATES (OCT 2016)

A. The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$X.XX per hour per zone
- No. of zones: X
- \$ X.XX per hour for the entire Space.

B. There is no overtime charge during the following weekend hours:

Saturday: X AM through X PM
Sunday: X AM through X PM.

1.17 24-HOUR HVAC REQUIREMENT (OCT 2016) INTENTIONALLY DELETED

1.18 BUILDING IMPROVEMENTS (MAR 2016)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

- A. _____
- B. _____
- C. _____

1.19 ~~HUBZONE SMALL BUSINESS CONCERNS-ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)~~ INTENTIONALLY DELETED