LEASE NO. GS-04P-LFL60276

This Lease is made and entered into between

County of Volusia

(Lessor), whose principal place of business is 123 W Indiana Ave STE A, Deland, FL 32720-4615, 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

700 Catalina Drive, Daytona Beach, FL 32114-3827

subject to termination and renewal rights as may be hereinafter set forth.

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, 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 Warch 15, 2015 and continuing through March 14, 2025, a period of

10 Years, 3 Years Firm

Name: Name: Lesse Contracting Officer

Entity Name: General Services Administration, Public Buildings Service

Date: 10 9 2615

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

- A. Office and Related Space: 4,105 rentable square feet (RSF), yielding 4,105 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st and 2nd floor(s) of the Building, consisting of 257 ABOA SF of the first floor and 3,848 ABOA SF on the second floor, as depicted on the floor plan(s) attached hereto as Exhibit A.
- B. <u>Common Area Factor</u>: The Common Area Factor (CAF) is established as 0 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the 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. <u>Parking:</u> 0 parking spaces as depicted on the plan attached hereto as Exhibit N/A, 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.
- B. Intentionally deleted

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (SEP 2013)

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

	Firm Term 03/15/2015–03/14/2018		Non-firm Term 03/15/2018–03/14/2025	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$176,515.00	\$43.00	\$176, 515.00	\$43.00
Operating Costs*	\$0.00	\$0.00	\$0,00	\$0.00
Full Service Rate	\$176,515.00	\$43.00	\$176,515.00	\$43.00

^{*}This is a fully serviced lease. Operating costs are included in the shell rental rate.

- B. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed **4,105** ABOA SF. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. Intentionally deleted
- 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 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 (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM. This registration service is free of charge.
- 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 the paragraph entitled "The Premises,"
- 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;
 - Performance or satisfaction of all other obligations set forth in this Lease; and,
- 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.
- G. This paragraph was intentionally deleted.

ESSOR GOVERNMENT:

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1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

- A. The Government may terminate this Lease, In whole or in part, at any time during the term of this lease with 30 days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. 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.
- B. The Government may terminate this Lease, in whole or in part, at any time effective on or after March 15, 2018, 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.

1.05 INTENTIONALLY DELETED

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (SEP 2013)

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

DOCUMENTINAME	NO, OF PAGES	EXHIBIT
Floor Plan(s)	2	Α
GSA Form 3517B, General Clauses	47	В
GSA Form 3518, Representations and Certifications	10	С
Security Requirements	4	D

1.07 INTENTIONALLY DELETED

LESSOR: GOVERNMENT: WHA

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