

This Lease is made and entered into between

**AILANI NORTH DIXIE, LLC**

(Lessor), whose principal place of business is 6667 Merryvale Lane, Port Orange, FL 32128-4042, 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

4121 Southpoint Boulevard, Jacksonville, FL 32216-0930 (GSA Building # FL2366zz / Southpoint Boulevard Building)

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.

RA  
(Handwritten initials)

RA  
(Handwritten initials)

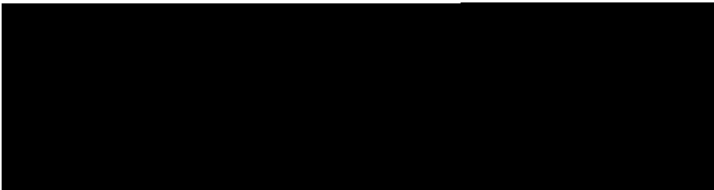
**LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for the term beginning ~~either upon MONTH DAY, YEAR~~ or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of

**15 Years, 10 Years Firm,**

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 GOVERNMENT:**



Milagros L. Toro

Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: October 1, 2012

Title: Owner, Rajesh Ailani

Date: October 1, 2012



Title: Executive Assistant

Date: October 1, 2012

62270

LESSOR: \_\_\_\_\_ GOVERNMENT: MT

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

**1.01 THE PREMISES (SUCCEEDING) (JUN 2012)**

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.

The Premises are described as follows:

A. Office and Related Space: 21,300 rentable square feet (RSF), yielding 19,590 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the ground floor ~~XX~~ floor(s) and known as Suite(s) ~~XX~~, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit F.

B. Common Area Factor: The Common Area Factor (CAF) is established as 8.73 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 (JUN 2012)**

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: 119 parking spaces as depicted on the plan attached hereto as Exhibit P, reserved for the exclusive use of the Government, of which 18 shall be structured/inside parking spaces, and 101 shall be surface/outside parking spaces. In addition, Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

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 (JUN 2012)**

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

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$398,949.00	\$383,400.00
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 97,341.00	\$ 0
OPERATING COSTS <sup>3</sup>	\$ 153,842.16	TBD
BUILDING SPECIFIC SECURITY <sup>4</sup>	\$ XXX,XXX.XX	\$ XXX,XXX.XX
PARKING <sup>5</sup>	\$ XXX,XXX.XX	\$ XXX,XXX.XX
<b>TOTAL ANNUAL RENT</b>	<b>\$650,132.16</b>	<b>TBD</b>

<sup>1</sup>Shell rent (Firm Term) calculation: \$18.73 per RSF multiplied by 21,300 RSF  
<sup>2</sup>The Tenant Improvement Allowance of \$97,341.00 is amortized at a rate of 5.5 percent per annum over 10 years.  
<sup>3</sup>Operating Costs rent calculation: \$7.22 per RSF multiplied by 21,300 RSF  
<sup>4</sup>Building Specific Security Costs of \$XX are amortized at a rate of X percent per annum over XX years  
<sup>5</sup>Parking costs described under sub-paragraph G below.

In instances where the Lessor amortizes either the TI or Building Specific Security 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 unamortized costs beyond the Firm Term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 19,590 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

LEASE NO. GS-04B-62279, PAGE 5

LESSOR: \_\_\_\_\_ GOVERNMENT: 

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 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). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

F. 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

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.

3. Performance or satisfaction of all other obligations set forth in this Lease; and 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. The Government shall be responsible for paying the cost of HVAC for the Server Room that operates 24/7 directly to the utility provider. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the LCO, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

MT RA

G. Parking shall be provided at a rate of \$XX per parking space per month (Structure), and \$XX per parking space per month (Surface).

1.04 BROKER-COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. ~~[NBC2 Broker Name] (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is \$XX and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only \$XX of the Commission, will be payable to [NBC2 Broker Name] with the remaining \$XX, which is the Commission Credit, to 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 practicable.~~

B. ~~Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully 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:~~

~~Month X Rental Payment \$XX,XXX minus prorated Commission Credit of \$XX,XXX equals \$XX,XXX adjusted X<sup>th</sup> Month's Rent.\*~~

~~Month X Rental Payment \$XX,XXX minus prorated Commission Credit of \$XX,XXX equals \$XX,XXX adjusted X<sup>th</sup> Month's Rent.\*~~

~~Month X Rental Payment \$XX,XXX minus prorated Commission Credit of \$XX,XXX equals \$XX,XXX adjusted X<sup>th</sup> Month's Rent.\*~~

~~\*Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."~~

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 120 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 for a term of [redacted] at the following rental rate(s):

OPTION TERM, YEARS [redacted]	
	ANNUAL RENT / ANNUAL RATE / RSF
SHELL RENTAL RATE	[redacted]
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM YEAR [redacted] OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING

provided notice is given to the Lessor at least 120 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 IN THE LEASE (JUN 2012)**

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	1
<del>PARKING PLAN(S)</del>	<del>1</del>	<del>2</del>
SECURITY REQUIREMENTS	2	3
AGENCY SPECIFIC/SPECIAL REQUIREMENTS	44	4
<del>SECURITY UNIT PRICE LIST</del>	<del>3</del>	<del>5</del>
GSA FORM 3517B GENERAL CLAUSES	46	6
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	7
<del>SMALL BUSINESS SUBCONTRACTING PLAN</del>	<del>N/A</del>	<del>N/A</del>
<del>SEISMO FORM C, BUILDING RETROFIT OR NEW</del>	<del>1</del>	<del>8</del>
<del>CONSTRUCTION PRE-AWARD COMMITMENT</del>	<del>N/A</del>	<del>N/A</del>
<del>AMENDMENTS TO RLP NO. XXXXX</del>	<del>N/A</del>	<del>N/A</del>

RET RA

**1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2011)**

The Government may elect to make lump sum payments for any or all work covered by the Tenant Improvement (TI) scope. That portion of the rental payments attributable to amortization of the TIs shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIs. If the Government elects to make a lump sum payment for the TIs after occupancy, the payment by the Government will result in a decrease in the rent according to the amortization rate over the remaining Firm Term of the Lease.

**1.09 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 100 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 21,300 RSF by the total Building space of 21,300 RSF.

**1.10 ESTABLISHMENT OF TAX BASE (JUN 2012)**

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment paragraph of the Lease is \$42,108.17.

**1.11 OPERATING COST BASE (AUG 2011)**

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$7.22 per RSF (\$153,842.16/annum).

**1.12 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)**

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 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 \$3.00 per ABOA SF of Space vacated by the Government.

**1.13 HOURLY OVERTIME HVAC RATES (AUG 2011)**

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

- \$15.00 per hour per zone
- Number of zones: 14
- \$210.00 per hour for the entire Space.

**1.14 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 and paid directly by the Government to the Utility Company. The Lessor shall be responsible for providing and installing a separate meter in such room(s) at no

LEASE NO. GS-04B-62279, PAGE 7

LESSOR: \_\_\_\_\_ GOVERNMENT:

additional charge to the Government. annual rate of \$X.XX per ABOA SF of the area receiving the 24-hour HVAC. 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 charge.

KT  
RA

1.15 BUILDING IMPROVEMENTS (SEP 2012)

The Lessor shall complete the following additional Building improvements prior to acceptance of the Space:

- A. New roof that is Energy Star rated;
- B. Reflective surface for LEED Certification;
- C. New HVAC System that is Energy Star rated;
- D. Painting and new signage on building exterior;
- E. Upgraded landscaping in the amount of \$20,000;
- F. Parking lot restriping;
- G. Install separate meter in rooms that require 24 hour HVAC ;
- H. Upgrade to meet handicapped accessible requirements as required;
- I. Outdoor table and seating area in the rear of the building.
- J. The plans actually indicate **four phases of construction**. Here is a summary of the phasing:
  - a. **PHASE 1** - Would renovate the north side of the building (plan north) which includes the vacate [redacted] space as well as the [redacted] Suite, Server Room. The few [redacted] employees on this side of the building would be relocated to the south side during construction of this Phase. Please note that I would recommend not finishing the corridors until the final two phases due to the amount of overhead work that will be required (cabling, HVAC, etc.).
  - b. **PHASE 2** - Before phase 2 begins the employees that will be working there permanently in the phase 1 build-out will relocate. Additionally the clerical staff in the southeast corner (plan SE) would move temporarily to the new Naturalization Ceremony Room to work while construction takes place. Phase II would involve construction in both the SE and SW corners of the building. During phase 2 the area identified as phase 4 would be demolished and opened up to be used as a lobby and screening area during construction of phase 3. Half of the waiting room and three information counters would be constructed as part of phase 2 as well so that the public can utilize the SE entry door as a public entry while phase 3 is built-out.
  - c. **PHASE 3** - would renovate the existing waiting room as well as build-out the other half of the waiting room and build-out the application support center. During this phase toilet facilities will need to be made available to the public (likely by some temporary corridor through the construction zone) unless some other solution can be identified. When this phase is completed the public entry shifts back to the main entry.
  - d. **PHASE 4** - will be built-out into the [redacted] function. During construction [redacted] will likely move this function off site to the [redacted] building. The local office is negotiating this.
- K. [redacted] does understand that the construction will be disruptive to operations but every effort should be made to minimize disruptions during these alterations.
- L. **Cleaning and painting** - The exterior of the building should be cleaned (pressure washed) and painted when necessary to bring the building to a like new appearance again.
- M. **Signage** - Now the [redacted] is the sole occupant the signage will need to be changed to read "[redacted]". [redacted] may also be requesting larger seals, etc. to make it easier for visitors find the building.
- N. **Landscaping** - The landscaping on site if overgrown and the five trees and two tall shrubs in front of the building need to be removed and replaced with low shrubs or less full trees that will not obstruct the view of the building from arriving visitors or obstruct our video surveillance cameras. Additionally the planting against the building and overhanging the building should be removed or cut back so that leaves are not obstructing the roof drainage system or blocking the video surveillance cameras.
- O. **Loading spot** - [redacted] would like a loading spot on the side of the building for deliveries near the door adjacent to the mail room.
- P. **Separation of Public and Employee Parking** - We will need to separate the visitor and employee parking as requested by [redacted]. This will involve some minor adjustments to some of the landscaped parking islands and installation of [redacted] that are operated by [redacted].

62270

LESSOR: \_\_\_\_\_ GOVERNMENT: 