

US GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

6/7/2010

LEASE NO. GS-04B-50816

THIS LEASE, made and entered into this date by and between **The Graham Companies**

Whose address is  
6843 Main Street  
Miami Lakes, FL 33014

and whose interest in the property hereinafter described is that of OWNER

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 11,000 Rentable Square Feet (RSF) of office and related space, consisting of 9,910 ANSI/BOMA Office Area Square Feet (ABOASF) on the second floor at The Leroy Collins building, 7900 Oak Lane, Miami Lakes, Florida 33016-1515, as shown on the attached floor plan.

to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on for the term of ten (10) years beginning on the commencement date as determined by the date that space acceptance is made by the Government in accordance with section 5.10 "Construction Schedule and Acceptance of Tenant Improvements" of the SFO, subject to termination and renewal rights as may be hereafter set forth.

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3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE per RSF<sup>1</sup></u>	<u>RATE per ABOASF<sup>2</sup></u>	<u>MONTHLY RATE</u>
Year 1 – Year 5	\$312,907.64	\$28.45	\$31.57	\$26,075.64
Year 6 – Year 10	\$259,600.00	\$23.60	\$26.20	\$21,633.33

Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rental by the rentable square footage set forth in Paragraph 1 above.

Note 2. The rate per ABOASF is determined by dividing the total annual rental by the ABOASF set forth in Paragraph 9.

4. The Government may terminate this lease, in whole or in part, at any time on or after the 5<sup>th</sup> year, by giving the Lessor at least sixty (60) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.
5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE per RSF</u>	<u>RATE per ABOASF</u>	<u>MONTHLY RATE</u>
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provided notice be given in writing to the Lessor at least \_\_\_\_ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

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6. Rental is subject to the Government's measurement of plans submitted by the Lessor or a mutual on-site measurement of the space and will be based on the rate per ABOASF as noted in Paragraph 3 above, in accordance with Clause 27 (PAYMENT), GSA Form 3517B, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum ABOASF requested in SFO Paragraph 1.1 (Amount and Type of Space). Rent for a lesser period shall be prorated. Rent checks shall be made payable to:
- The Graham Companies  
6843 Main Street  
Miami Lakes, FL 33014
7. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
- A. Those facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers (SFO) No. 9FL2105.
  - B. Buildout in accordance with Solicitation for Offers 9FL2105. Design Intent Drawings (DIDs) shall be due to the Lessor within thirty (30) working days subsequent to lease award. All tenant alterations are to be completed within one-hundred twenty (120) working days of receiving notice to proceed from the Government with agency approved working/construction drawings. Lease term to be effective and rental to begin on date of occupancy, if different from Paragraph 2.
  - C. Deviations to the approved Design Intent Drawings reviewed and furnished by the Government to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the Government Contracting Officer.
  - D. Lessor shall provide thirty-four (34) reserved parking spaces as part of the lease, at no additional cost to the Government.
8. The following are attached and made a part hereof:
- A. Solicitation for Offers 9FL2105.
  - B. Amendments Number 1 and 2 to SFO 9FL2105.
  - C. Security Requirements for [REDACTED].
  - D. GSA Form 3517B entitled General Clauses (Rev. 06/08).
  - E. GSA Form 3518 entitled Representations and Certifications (Rev. 1/07).
  - F. Floor Plan for Second Floor, 7900 Oak Lane, Miami Lakes, FL.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: **The Graham Companies**

BY Carl Hly  
(Authorized Signature)

(Signature)

IN THE PRESENCE OF:

Robert S. L. Whitehead  
(Signature)

6843 MAIN STREET MIAMI LAKES FL  
(Address)

UNITED STATES OF AMERICA

BY Glyndam Grieve  
(Signature)

GLYNDAM GRIEVE, CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION

(Official title)

9. The premises described in Paragraph 1 of this Standard Form 2 shall contain 9,910 ABOASF of office and related space, as identified in SFO 9FL2105.
10. The rent rate in Paragraph 3 for years 1 through 5 includes all Tenant Improvements. In accordance with Paragraph 3.2 of SFO 9FL2105, the Tenant Improvement allowance (T/I) provided in the lease is \$37.54 per ABOASF, or a total of \$372,021.40 amortized at an interest rate of 7% over five (5) years at a rate of \$8.92 per ABOASF (\$8.04 per RSF). The T/I will be used to construct the interior space in accordance with the approved Design Intent Drawings provided by the Government. If the tenant improvement cost exceeds \$37.54 per ABOASF (for up to 9,910 ABOASF), the balance due the Lessor will be paid by rental adjustment or lump sum, to be determined by the Government. If the entire tenant improvement allowance of \$37.54 per ABOASF is not used, the Government will adjust the rental rate downward to off-set the difference in the T/I. The Lessor understands, in lieu of Cost and Pricing Data, his contractor or each of his sub-contractors shall solicit three (3) bids for work completed as a part of the initial tenant alterations, e.g., for electrical, plumbing, etc. The lowest responsive bid will be accepted. This does not apply to the shell buildout.
11. If the Tenant Improvement cost exceeds the Small Business Subcontracting Plan construction costs of \$1.5 million, the Lessor will be required to submit a Small Business Subcontracting Plan to the Contracting Officer for approval prior to receiving a Notice to Proceed to commence construction of the Tenant Improvements.
12. In accordance with Paragraph 1.12 (Building Shell Requirements) of SFO No. 9FL2105, the shell rate is established as \$16.12 per ABOASF (\$14.52 per RSF) for years 1-5, for a total of \$159,720.00 annually and \$19.66 per ABOASF (\$17.71 per RSF) for years 6 – 10 for a total of \$194,810.00 annually.
13. In accordance with Paragraph 4.1.C (Measurement of Space) of SFO No. 9FL2105, the common area factor (CAF) is established as 11% or 1.11, based on 11,000 RSF and 9,910 ABOASF.
14. In accordance with Paragraph 4.2 (Tax Adjustment) of SFO No. 9FL2105, the percentage of Government occupancy is established as 17.243% (based on total building area of 63,794 RSF and the Government's occupancy of approximately 11,000 RSF). Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum ABOASF stated in the SFO (except as noted for rent free space), and in accordance with GSA Form 3517B, GENERAL CLAUSES.
15. In accordance with Paragraphs 4.3 (Operating Costs) of SFO No. 9FL2105, the escalation base is established as \$6.54 per ABOASF (\$5.89 per RSF) for a total of \$64,790.00 annually.

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16. In accordance with Paragraph 4.4 (Adjustment for Vacant Premises) of SFO No. 9FL2105, the rental rate reduction is established as \$5.82 per ABOASF (\$5.24 per RSF).
17. In accordance with Paragraph 4.6, (Overtime Usage) of SFO No. 9FL2105, the hourly overtime usage for the entire space will be provided at \$35.00 per hour.
18. In accordance with Paragraph 5.14 (Waiver of Restoration) of SFO No. 9FL2105, the Lessor hereby waives all restoration rights.
19. In accordance with Paragraph 9.7 (Radon in Air) of SFO No. 9FL2105, the Lessor shall complete the testing prior to occupancy, with results forwarded to the Contracting Officer.
19. Any deviation from approved construction plans or tenant alterations require approval by the Contracting Officer or Contracting Officer's Designee. Should Lessor make changes without approval, the Government will not be responsible for the cost of those changes and Lessor will not be reimbursed.
20. All fire and life-safety deficiencies must be corrected prior to occupancy and at no extra cost to the Government, including but not limited to the following as required by SFO No. 9FL2105:
  - A. Provision of emergency illumination in corridors, stairways, and office space.
  - B. Provision of exit lights in corridors.
  - C. Provision of two (2) exits on each floor occupied by the Government.
  - D. Provision of a fire extinguisher near every exit.
21. All handicapped accessibility deficiencies must be corrected prior to occupancy and at no extra cost to the Government, including but not limited to the following as required by SFO No. 9FL2015:
  - A. Door Entrances.
  - B. Exit Doors.
  - C. Parking Areas/Curb Cuts.
  - D. Restrooms.
  - E. Width of Exit Doors.
22. In accordance with SFO NO. 9FL2105, Paragraph 2.4, the Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED].

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The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. The [REDACTED] balance which equates to [REDACTED] is to be paid to the broker as follows: Fifty percent (50%) is due and payable within 30 days after lease award and the remaining fifty percent (50%) is payable at occupancy.


Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture 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:

First Month's Rental Payment \$26,075.64 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$26,075.64 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

23. Within 5 days of lease occupancy, the Lessor shall provide the tenant agency representative (with a copy forwarded to the GSA Government Representative), on site, a copy of the name and phone number of maintenance personnel in order that any cleaning, maintenance, janitorial, etc. problems can be rectified immediately.
24. The Government shall have the Right of First Opportunity:
1. Provided the Lessee is not then in default of the Lease, Lessee, throughout the term and any extension, shall have the first opportunity to lease such other adjacent space as becomes available for lease for a term coterminous with that of the Lease. (This first opportunity shall not prevent another tenant from extending or renewing its lease for its existing space.)
  2. The rental for the additional adjacent space shall be equal to the then current rental rate for the initial space. Rental for the additional space shall commence upon substantial completion of tenant improvements and receipt of certificate of occupancy and be payable one month in arrears with rent for the existing space.
  3. The additional space shall be built out at the Government's written direction and accepted upon completion and delivery of a certificate of occupancy. Lessor shall provide a tenant improvement allowance equal to the prorated amount per square foot of the total spent on the initial space for the remaining term.
  4. Lessor shall notify Lessee's Contracting Officer in writing of availability of the adjacent space. Lessee shall have thirty (30) days from receipt of Lessor's notice to elect in writing to exercise this right by sending notice of such election to the Lessor.
  5. In the event Lessee declines or fails to elect to lease such space by the end of such 60-day period, then the First Opportunity is automatically terminated without any additional action by the parties.
  6. This first opportunity is not transferable. In the event of a sublease or assignment, this right is null and void.

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