

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

12/17/2010

LEASE NO.

GS-04B-50845

THIS LEASE, made and entered into this date by and between CTA PARTNERS LP

whose address is 220 East 42nd Street, 27th Floor
New York, New York 10017-5819

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 28,294 rentable square feet (RSF) of office and related space, which yields 24,603 ANSI/BOMA Office Area square feet (USF) of space located on the 8th and 10th floor of the building known as Broward Financial Centre located at 500 East Broward Boulevard, Fort Lauderdale, Florida, 33394-3017 (the Premises), together with one hundred (100) non-reserved structured parking spaces at an annual cost of \$900.00 per space 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 the date the Government accepts the premises as substantially complete and continuing for ten (10) years, subject to termination and renewal rights as may be hereinafter set forth. The Lessor shall deliver the premises to the Government substantially complete no later than ninety (90) working days from receipt of the construction notice to proceed from the Government.

3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Year	Shell Rate/RSF	Base Cost of Services/RSF	Tenant Improvement Allowance Amortized/RSF	Total Annual Rent	Total Monthly Rent
1-5	\$ 17.19	\$ 7.03	\$ 6.97	\$ 882,489.86	\$ 73,540.82
6-10	\$ 25.97	\$ 7.03	\$ 0.00	\$ 933,702.00	\$ 77,808.50

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

CTA Partners LP
C/O Brian Summers
220 East 42nd Street, 27th Floor
New York, NY 10017-5819

The Lessor is a Limited Partnership and a small business. The Tax identification number is [REDACTED]. The DUNNS number is 148978765. The signatory authority for Lessor is Brian Summers

4. The Government may terminate this lease in whole or in part at any time after the fifth (5th) year by giving at least one hundred twenty (120) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
 - A. The one hundred (100) parking spaces described in Paragraph 1 and parking spaces required by local code.
 - B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's final construction drawings. Rent is subject to adjustment in accordance with Paragraph 3.3, "Tenant Improvement Rental Adjustment" of the SFO. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 9FL2161 dated January 4, 2010 [as amended] and its attachments.

- C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
- D. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.
6. The following are attached and made a part hereof:
- A. Solicitation for Offers Number 9FL2161 dated January 4, 2010 (pages 1-80) (all references to SFO shall also refer to the [REDACTED] Special Requirements [and amendments];
 - B. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/05) (pages 1-33)
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07) (pages 1-7)
7. Rent includes a Tenant Improvement Allowance of \$810,176.79 (24,603 USF x \$32.93) to be amortized through the rent over the firm term of the Lease (60 months) at the rate of eight (8%) percent. In accordance with SFO paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.
8. In accordance with SFO paragraph 2.3, *Broker Commission and Commission Credit*, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.3, only [REDACTED], which is [REDACTED] of the Commission, will be payable to CBRE when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing 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 until the credit has been fully recaptured.
- First month's rental payment of \$73,540.82 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).
- Second month's rental payment of \$73,540.82 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).
9. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.15 (28,294 RSF / 24,603 USF).
10. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 8.67%.
11. In accordance with SFO paragraph 4.3, *Operating Costs Base*, the escalation base is established as \$198,810.69 per annum (\$7.03/RSF).
12. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$1.33/USF for vacant space (rental reduction).
13. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$35.00 per hour beyond the normal hours of operation of 7:00 AM to 5:00 PM. Areas requiring 24/7 HVAC will be provided at \$1.25/USF.
14. Cleaning services requiring access to the Government's leased space shall be performed in accordance with SFO paragraph 4.8, *Janitorial Services*.
15. In accordance with SFO paragraph 5.13, *Floor Plans after Occupancy*, the Lessor shall provide Computer-Aided Design (CAD) files of as-built floor plans on CD-ROM as well as hardcopy scaled at 1/8" = 1'-0" to the Contracting Officer within thirty (30) days of completion of construction.
16. The Lessor hereby forever and unconditionally waives any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this lease or any extensions.
17. Alterations completed by either the Government or Lessor including initial build out of the lease space and/or any subsequent modifications required during the lease period. At the Government's sole discretion alterations will remain in the leased space after termination of the Lease contract and will become property of the Lessor.

18. Wherever the words "offeror" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "solicitation for offers", or "SFO" appear in this lease, they shall be deemed to mean "this lease"; wherever the words "space offered for lease" appear in this lease, they shall be deemed to mean "leased premises."
19. If, during the term of this lease including extensions, title to this property is transferred to another party either by sale, foreclosure, condemnation or other transaction, the Lessor (transferor) shall promptly notify the Contracting Officer of said transfer. The following information shall accompany this notification:
- A certified copy of the deed transferring title to the property from the Lessor to the new owner.
 - A letter from the new owner assuming, approving, and agreeing to be bound by the terms of this lease.
 - A letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of the transfer.
 - The new owner's tax identification number (TIN#) or social security number.
 - The new owner's DUNS#
 - The new owner's full legal name. If a corporation, indicate the state of incorporation. If a partnership, list all parties fully. If a limited partnership, list all general partners and identify under the laws of which state the limited partnership is created. If a realty trust, give names of all trustees and the recording date of the trust.
 - A Novation Agreement.
 - The new owner must provide a new GSA Form 3518.

The foregoing information must be received by the fifteenth day of the month in which the transfer of title will be affected. The rent for that month, adjusted in accordance with the effective date of the transfer will be processed to the Lessor. Initial rental payment, including the applicable portion of rent for the month during which the transfer occurred, to the new owner will be processed on the first day of the month following the transfer of title. If the notification of transfer and related information is not received until the sixteenth day of the month (or later), in which the transfer of title will be affected, the full contract rental for that month will be forwarded to the Lessor. In any instance, failure to submit the documentation required for transfer of title will result in a stop payment of rent until such time as all documentation is received by the Contracting Officer.

20. The Lessor shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the officers or employees of the U.S. General Services Administration or personnel authorized by the Contracting Officer.
21. 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 taken care of immediately.
22. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implied, shall be admissible to contradict the provisions of this lease. Wherever there is a conflict between the SF-2 and the SFO, the SF-2 shall take precedence.
23. [REDACTED] shall be provided by the Lessor in accordance with SFO paragraph 10.21, [REDACTED]. The cost is included in the shell rate.

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

LESSOR <i>ETA Partners, L.P., a Delaware limited partnership</i>		Brian T. Summors Vice President	
SIGNATURE <i>[Signature]</i>		NAME OF SIGNER	
ADDRESS <i>220 East 42nd Street, New York, NY, 10017</i>			
IN THE PRESENCE OF (SIGNATURE) <i>Stella Montes</i>		NAME OF SIGNER <i>Stella Montes</i>	
UNITED STATES OF AMERICA			
SIGNATURE <i>[Signature]</i>		NAME OF SIGNER <i>Glynda M. Grieve</i>	
		OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER	
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