

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

6/7/12

LEASE NO.

GS-04B-62042

THIS LEASE, made and entered into this date by and between **GAEDEKE HOLDINGS, LTD.**

whose address is **dba Gaedeke Group**
3710 Rawlins, Suite 1000
Dallas, TX 75219-6409

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 27,310 rentable square feet (RSF) of office and related space, which yields 24,312 ANSI/BOMA Office Area square feet (ABOASF) of space to be located on the 15th and 17th floors at Museum Tower, **150 West Flagler Street** in Miami (Dade County), Florida 33130-1555, including six (6) reserved, on-site parking spaces at no additional cost to the Government.

2. **TERM:**

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning March 8, 2012 through March 7, 2022, 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 more specifically be set forth in a Supplemental Lease Agreement upon substantial completion and acceptance of the space by the Government.

----- Last Item -----

- Continued on Page 2 -

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

LESSOR

SIGNATURE



SIGNATURE

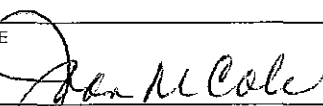
NAME OF SIGNER

Glenn Lickstein, President

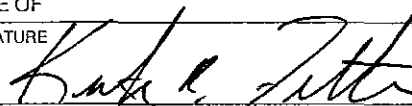
NAME OF SIGNER

IN PRESENCE OF

SIGNATURE



SIGNATURE



NAME OF SIGNER

Joan M. Cole

NAME OF SIGNER

Kirk R. Fetter

UNITED STATES OF AMERICA

SIGNATURE



NAME OF SIGNER

Michael S. Ellis

OFFICIAL TITLE OF SIGNER

Contracting Officer

3. **RENTAL RATES:**

A. 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>Shell per RSF</u>	<u>OP per RSF</u>	<u>TI per RSF</u>	<u>PRSF RATE</u>	<u>MONTHLY RATE</u>
03/08/2012 – 09/07/2012	\$728,760.21	\$16.62	\$10.06	\$0.00	\$26.68	\$60,730.02
09/08/2012 – 03/07/2017	\$785,162.50	\$16.62	\$10.06	\$2.07	\$28.75	\$65,430.21
03/08/2017 – 09/07/2017	\$875,702.29	\$19.94	\$10.06	\$2.07	\$32.07	\$72,975.19
09/08/2017 – 03/07/2022	\$819,300.00	\$19.94	\$10.06	\$0.00	\$30.00	\$68,275.00

The rate per rentable square foot (PRSF) is determined by dividing the total annual rental by the rentable square footage set forth in Paragraph 1. The rate per ANSI/BOMA office area square foot (ABOASF) is determined by dividing the total annual rental by the ABOASF set forth in Paragraph 1.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

**Gaedeke Holdings, LTD.
dba Gaedeke Group
3710 Rawlins, Suite 1000
Dallas, TX 75219-6409**

4. **TERMINATION NOTICE:**

The Government may terminate this lease [in whole or in part] at any time on or after March 8, 2017, by giving the Lessor at least sixty (60) days notice in writing. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing. If the Government elects to terminate the lease on or after the 5th year, the Government shall be responsible for paying the Lessor any unamortized portion of the tenant improvements

5. **RENEWAL OPTION:**

PARAGRAPH 5 IS HEREBY DELETED IN ITS ENTIRETY.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- (a) Those tenant improvements, facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers No. 0FL2067 dated 2/14/2011.
- (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 stated in the Solicitation for Offers No. 0FL2067 and the design intent drawings.
- (c) Build-out in accordance with Solicitation for Offers No. 0FL2067.
- (d) Deviations to the approved space layouts furnished by GSA to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
- (e) Six (6) reserved, on-site parking spaces will be provided in accordance with this lease at no additional cost to the Government.

7. **ATTACHMENTS:**

The following are attached and made a part hereof:

- (a) Continuation Pages to Standard Form 2 to Lease GS-04B-62042
- (b) Solicitation for Offers No. 0FL2067 dated 2/14/11
- (c) GSA Form 3518 entitled Representations and Certification, (REV 06/08)
- (d) GSA Form 3517B entitled General Clauses, (REV 1/07)
- (e) Floor Plans
- (f) Scope of Work, SFO No. 0FL2067

9. In accordance with Paragraph 1.11, "Building Shell Requirements", of SFO No. 0FL2067, the shell rate is established as \$16.62 per RSF or \$18.67 per ABOASF for years 1-5, \$453,941.96 per annum; the shell rate is established as \$19.94 per RSF or \$22.40 per ABOASF for years 6-10, \$544,481.75 per annum.
10. Pursuant to Paragraph 3.2, "Tenant Improvements Included in Offer", the maximum Tenant Improvement Allowance shall be \$243,120.00 (\$10.00/ABOASF), amortized over 60 months at 6% thereby yielding an annual cost of \$56,402.29 at a rate of \$2.32 per ABOASF (\$2.07 per RSF) and is included in the annual rent payment identified in Paragraph 3 of this lease.
11. Pursuant to Paragraph 3.3, "Tenant Improvements Rental Adjustment", the Government, at its sole discretion, shall make all decisions as to the usage and payment for said Tenant Improvement Allowance. If the T/I cost exceeds \$243,120.00, the balance due the Lessor will be paid by rental adjustment, or lump sum, to be determined by the Government. If the entire T/I of \$10.00/ABOASF or total of \$243,120.00 is not used, the Government will adjust the rental rate downward to off-set the difference in the tenant improvement. The Lessor understands, in lieu of Cost and Pricing Data, 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."
12. In accordance with Paragraph 4.1, "Measurement of Space", of SFO No. 0FL2067, the common area factor (CAF) is established as 1.123314, based on 27,310 RSF and 24,312 ABOASF.
13. In accordance with Paragraph 4.2, "Tax Adjustment", of SFO No. 0FL2067, the percentage of Government occupancy is established as 11.67% (based on total building area of 234,104 RSF and the Government's occupancy of approximately 27,310 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, and in accordance with GSA Form 3517B, GENERAL CLAUSES.
14. In accordance with Paragraph 4.3, "Operating Costs, of SFO No. 0FL2067, the escalation base is established as \$10.06 per RSF (\$11.30 per ABOASF), \$274,818.25 per annum.
15. In accordance with Paragraph 4.4, "Adjustment for Vacant Premises", of SFO No. 0FL2067, the rental rate reduction is established as \$1.07 per RSF (\$1.20 per ABOASF).
16. Notwithstanding Paragraph 4.5, "Normal Hours", of SFO No. 0FL2067, in general, the space shall operate on full occupied cycle for 11 hours a day (7:00 AM to 6:00 PM) Monday through Friday and 5 hours (8:00 AM to 1:00PM) on Saturday, which is included in the rental rate.
17. In accordance with Paragraph 4.6, "Overtime Usage", of SFO No. 0FL2067, the rate for overtime usage is established as \$40.00 per hour for the entire building, for HVAC usage beyond the Normal Hours, as noted in paragraph 16 above.
18. Cleaning services requiring access to the Government's leased space shall be performed during the normal hours of operation.
19. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implies, shall be admissible to contradict the provisions of this lease. Wherever there is a conflict between the SF-2 and the SFO No. 0FL2067, the SF-2 shall take precedence. Unauthorized Improvements: All questions pertaining to this lease agreement shall be referred in writing to the GSA Contracting Officer. This contract is between GSA and **Gaedeke Group, LTD**. GSA assumes no financial responsibility for any cost incurred by the Lessor except as

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provided by the terms of the lease agreement or authorized in writing by the GSA Contracting Officer. If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation if the improvements remain in place after the Government's acceptance of the space.

20. Definitions: Wherever the words "Offeror", "Lessor" 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 "Premises".
21. In accordance with SFO 0FL2067, Paragraph 2.4, "Broker Commission and Commission Credit", Jones Lang LaSalle ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in Paragraph 2.4, only [REDACTED] or [REDACTED] of the Commission, will be payable to Jones Lang LaSalle. The remaining [REDACTED] or [REDACTED] which is the "Commission Credit", shall 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 period practical.

Notwithstanding Paragraph 3 of this Standard Form 2 of this Lease, 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 of \$60,730.02 minus the prorated Commission Credit of [REDACTED] equals the adjusted First Month's Rent of [REDACTED].

Second Month's Rental Payment of \$60,730.02 minus the prorated Commission Credit of [REDACTED] equals the adjusted Second Month's Rent of [REDACTED].

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