

US GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO. GS-04B-61862

THIS LEASE, made and entered into this date by and between

Fort Lauderdale Crown Center Inc.

Whose address is C/O James Goldstein
1475 W Cypress Creek Rd
Suite 202
Fort Lauderdale, Florida 33309-1974

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 34,463 Rentable Square Feet (RSF) of contiguous office and related space, consisting of 29,968 ANSI/BOMA Office Area Square Feet (ABOASF) to be located at 1475 Cypress Creek Road, Suite ~~200~~, Fort Lauderdale, Broward County, Florida, 33309.

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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 of three (3) years, beginning April 1, 2011 through March 31, 2014, subject to termination and renewal rights as may be hereafter set forth.

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 RSF¹</u>	<u>RATE per ABOASF²</u>	<u>MONTHLY RATE</u>
Year 1 – Year 3	\$908,255.13	\$26.35	\$30.31	\$75,687.93

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 1st 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 date of mailing.

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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.

INITIALS:

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Lessor

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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:

Fort Lauderdale Crown Center Inc.
1475 W Cypress Creek Rd
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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. 1FL2212.
 - B. A minimum of Fifty-five (55) structured, Fifty Four (54) unassigned surface parking spaces shall be available at no additional cost to the Government.
8. The following are attached and made a part hereof:
- A. Solicitation for Offers (SFO) 1FL2212.
 - B. GSA Form 3517B entitled General Clauses (Rev. 06/08).
 - C. GSA Form 3518 entitled Representations and Certifications (Rev. 1/07).
 - D. Exhibit A: Floor Plan.

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

LESSOR: **Fort Lauderdale Crown Center Inc.**

BY

(Authorized Signature)

(Signature)

IN THE PRESENCE OF:

(Signature)

(Address)

UNITED STATES OF AMERICA

BY

(Signature)

JAMES L. QUEBBEMAN
CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION

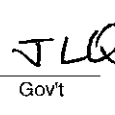
(Official title)

9. The premises described in Paragraph 1 of this Standard Form 2 shall contain 29,968 ABOASF of office and related space, as identified in SFO 1FL2212.
10. In accordance with Paragraph 1.10 (Building Shell Requirements) of SFO No. 1FL2212, the annual shell rent for Year 1 through Year 3 is established as \$708,559.2800 yielding \$23.6419 per ABOASF (\$20.5600 per RSF) which is inclusive of the rental rate in Paragraph 3
11. In accordance with Paragraph 1.3 (Measurement of Space) of SFO No. 1FL2212, the common area factor (CAF) is established as 15% or 1.1499, based on 34,463 RSF and 29,968 ABOASF.
12. In accordance with Paragraph 4.1 (Tax Adjustment) of SFO No. 1FL2212, the percentage of Government occupancy is established as 51.56 % (based on total building area of 66,837 RSF and the Government's occupancy of approximately 34,463 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.
13. In accordance with Paragraphs 4.2 (Operating Costs) of SFO No. 1FL2212, the annual operating rent is established as \$199,695.8535 yielding an escalation base of \$6.6630 per ABOASF (\$5.7945 per RSF) which is inclusive of the rental rate in Paragraph 3 for the period of Year 1 through Year 3.
14. In accordance with Paragraph 4.6, (Overtime Usage) of SFO No. 1FL2212, the hourly HVAC overtime rate for the entire space is established as \$4.00 per hour.
15. In accordance with Paragraph 4.3 (Adjustment for Vacant Premises) of SFO No. 1FL2212, the rental rate reduction is established as \$3.50 per ABOASF (\$3.04 per RSF).
16. In accordance with Paragraph 5.6 (Waiver of Restoration) of SFO No. 1FL2212, the Lessor hereby waives all restoration rights.
17. 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. 1FL2212, the SF-2 shall take precedence.
18. 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 Fort Lauderdale Crown

INITIALS:


Lessor

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Center Inc. GSA assumes no financial responsibility for any cost incurred by the Lessor except as 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. Within five (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.

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INITIALS: AS & JLQ
Lessor Gov't