

LEASE NO. GS-04P-LFL00591

Global Lease
GSA FORM L100 (10/2016)

This Lease is made and entered into between

Lessor's Name: Silvi, Monique

(Lessor), whose principal place of business is 136 Woodbrigde Road, Palm Beach, FL. 33480-5012, 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 of the Property located at

**136 Woodbrigde Road
Palm Beach, FL. 33480**

and more fully described in Section 1 and Exhibit A together with rights to the use common areas as set forth herein, to be used for such residential purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

12 Months Firm

subject to the renewal options and termination rights as hereinafter set forth.

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 **September 1, 2017**.

FOR THE LESSOR:

Name: Monique Silvi
Title: Owner
Entity Name: _____
Date: 8/31/17

FOR THE GOVERNMENT:

Name: Eduardo yidal
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 9/11/17

WITNESSED FOR THE LESSOR BY:

Name: Gary J. Silvi
Title: _____
Date: 8/31/17

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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LESSOR: MS GOVERNMENT: ES

GSA FORM L100 (10/16)

2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or

b. (i) Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and

(ii) Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—

- I. That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and
- II. For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D)
- III. That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates, and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

4. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

B. Hydrology-related Requirements:

1. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

a. For the purposes of applying EISA Section 438 in this lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: <http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects>

b. Where the Government's space footprint exceeds 5,000 square feet, Lessor, if legally able to do so, is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

3.16 ~~ELEVATORS (OCT 2016) PARAGRAPH INTENTIONALLY DELETED~~

3.17 ~~BUILDING DIRECTORY (APR 2011) INTENTIONALLY DELETED~~

3.18 ~~FLAGPOLE (SEP 2013) INTENTIONALLY DELETED~~

3.19 ~~DEMOLITION (JUN 2012) INTENTIONALLY DELETED~~

3.20 ACCESSIBILITY (FEB 2007)

The leased Premises, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.21 ~~CEILING (APR 2014)~~ INTENTIONALLY DELETED

3.22 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)

- A. The Government shall accept all exterior ~~and common~~ area doors and hardware in "As-Is" or "As Existing" but that the lease is dependent upon these items being provided to the Government in good working condition and in accordance with what is expected of like residential homes in Palm Beach, FL.
- B. INTENTIONALLY DELETED
- C. INTENTIONALLY DELETED

3.23 ~~DOORS: IDENTIFICATION (APR 2014)~~ INTENTIONALLY DELETED

3.24 WINDOWS (APR 2011)

- A. Premises has windows in each exterior bay unless waived by the LCO.
- B. All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows ~~and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the Building.~~

3.25 ~~PARTITIONS: GENERAL (APR 2014)~~ INTENTIONALLY DELETED

3.26 ~~PARTITIONS: PERMANENT (APR 2014)~~ INTENTIONALLY DELETED

3.27 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2013)

- A. All new insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.
- C. All new insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. New insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.
- E. All new insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.
- F. The maximum flame spread and smoke developed index for new insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

3.28 ~~WALL FINISHES - SHELL (SEP 2014)~~ INTENTIONALLY DELETED

3.29 ~~PAINTING - SHELL (JUN 2013)~~ INTENTIONALLY DELETED

3.30 FLOORS AND FLOOR LOAD (APR 2015)

- A. The Government shall accept the floors and floor load in "As-Is" or "As Existing" but that the lease is dependent upon the floors being provided to the Government in accordance with what is expected of like residential homes in Palm Beach, FL.
- B. INTENTIONALLY DELETED
- C. INTENTIONALLY DELETED

3.31 ~~FLOOR COVERING AND PERIMETERS - SHELL (SEP 2013)~~ INTENTIONALLY DELETED

3.32 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Government shall accept all Premises' equipment and systems in "As-Is" or "As Existing" but that the lease is dependent upon these items being provided to the Government in operable working condition and in accordance with what is expected of like residential homes in Palm Beach, FL. The Lessor shall provide and operate all Premises' equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in the Space.

3.33 ~~BUILDING SYSTEMS (APR 2014)~~ INTENTIONALLY DELETED

3.34 ELECTRICAL (JUN 2012)

- A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have

door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the Lessor's expense. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.

B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. ~~The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.~~

3.35 ~~ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)~~ INTENTIONALLY DELETED

3.36 PLUMBING (JUN 2012)

Hot and cold water risers and domestic waste and vent risers, installed and ready for connections shall be included in the rent.

3.37 ~~DRINKING FOUNTAINS (OCT 2016)~~ INTENTIONALLY DELETED

3.38 RESTROOMS (OCT 2016)

A. INTENTIONALLY DELETED

B. INTENTIONALLY DELETED

C. INTENTIONALLY DELETED

3.39 ~~PLUMBING FIXTURES; WATER CONSERVATION (OCT 2016)~~ INTENTIONALLY DELETED

3.40 ~~JANITOR CLOSETS (SEP 2016)~~ INTENTIONALLY DELETED

3.41 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2016)

A. The Government shall accept the Central HVAC system in "As-Is" or As Existing but that the lease is dependent upon these items being provided to the Government in working condition and in accordance with what is expected of like residential homes in Palm Beach, FL. The Lessor shall remain responsible to repair any damage or deficiency to the Heating, Ventilation and Air Conditioning system throughout the term of the lease and option years.

B. INTENTIONALLY DELETED

C. INTENTIONALLY DELETED

D. INTENTIONALLY DELETED

E. INTENTIONALLY DELETED

F. INTENTIONALLY DELETED

G. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

H. INTENTIONALLY DELETED

3.42 ~~TELECOMMUNICATIONS; DISTRIBUTION AND EQUIPMENT (SEP 2016)~~ INTENTIONALLY DELETED

3.43 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.

D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

- 3.44 ~~LIGHTING- INTERIOR AND PARKING SHELL (OCT 2016)~~ INTENTIONALLY DELETED
- 3.45 ~~ACOUSTICAL REQUIREMENTS (JUN 2012)~~ INTENTIONALLY DELETED
- 3.46 ~~SECURITY FOR NEW CONSTRUCTION (NOV 2006)~~ INTENTIONALLY DELETED
- 3.47 ~~SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012)~~ INTENTIONALLY DELETED
- 3.48 ~~FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2016)~~ INTENTIONALLY DELETED
- 3.49 ~~GREEN BUILDING RATING CERTIFICATION FOR NEW CONSTRUCTION (OCT 2016)~~ INTENTIONALLY DELETED
- 3.50 ~~GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016)~~ INTENTIONALLY DELETED
- 3.51 ~~INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2016)~~ INTENTIONALLY DELETED
- 3.52 ~~SYSTEMS COMMISSIONING (APR 2014)~~ INTENTIONALLY DELETED
- 3.53 ~~DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - LEASE (SEP 2014)~~ INTENTIONALLY DELETED
- 3.54 ~~NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SEP 2014)~~ INTENTIONALLY DELETED
- 3.55 ~~DESIGN EXCELLENCE - LEASE (OCT 2016)~~ INTENTIONALLY DELETED