

LEASE NO. GS-04P-LFL60088

Streamlined Lease
GSA FORM L201B (September 2013)

This Lease is made and entered into between

Atrium 93, LLC

(Lessor), whose principal place of business is **200 South Biscayne Boulevard, Suite 2790, Miami, FL 33131-2310**, 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 or a portion of the Property located at

7771 W. Oakland Park Boulevard, Sunrise, FL 33351-6737

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such 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

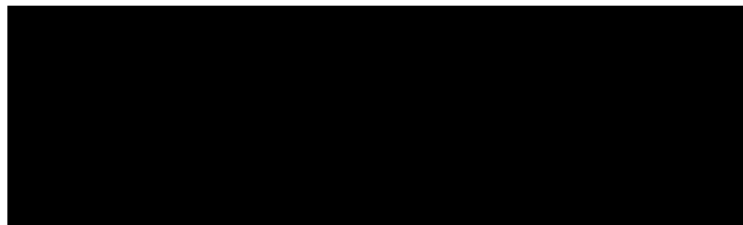
5 Years, 5 Years Firm,

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 be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

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 the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR
ATRIUM 93

Name: DYNN RODRIGUEZ
Title: MANAGING MEMBER
Entity Name: ATRIUM 93 LLC
Date: 12/24/2013



Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 1/7/14

WITNESSED FOR THE LESSOR BY:

Name: [Redacted]
Title: _____
Date: 18/24/13.

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.

LESSOR: [Signature] GOVERNMENT: [Signature]

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

- A. **Office and Related Space:** 5,508 rentable square feet (RSF), yielding 4,879 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st floor(s) and known as Suite(s) 119, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.
- B. **Common Area Factor:** The Common Area Factor (CAF) is established as 1.12892 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. **Parking:** The Lessor shall provide such parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- B. INTENTIONALLY DELETED

1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

- A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

FIRM TERM							
		SHELL ANNUAL RENT ¹	Operating Costs ²	TENANT IMPROVEMENTS RENT ³	BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	PARKING ⁵	TOTAL ANNUAL RENT ³
YEAR 1	12/01/2013 – 3/31/2014	\$0.0	\$0.0				\$0.0
	4/01/2014 – 11/30/2014	\$82,289.52	\$30,404.16	-	N/A	\$0.0	\$112,693.68
YEAR 2	12/01/2014 – 11/30/2015	\$85,594.32	\$31,615.92	-	N/A	\$0.0	\$117,210.24
YEAR 3	12/01/2015 – 11/30/2016	\$89,009.28	\$32,882.76	-	N/A	\$0.0	\$121,892.04
YEAR 4	12/01/2016 – 11/30/2017	\$92,589.48	\$34,204.68	-	N/A	\$0.0	\$126,794.16
YEAR 5	12/01/2017 – 11/30/2018	\$96,279.84	\$35,581.68	-	N/A	\$0.0	\$131,861.52

¹Shell rent calculation:

(Firm Term) Year 1 – Free shell rent months 1 through 4. For months 5 through 12 the calculation of annual shell rental is \$14.94 per RSF multiplied by 5,508 RSF; Year 2 - \$15.54 per RSF multiplied by 5,508 RSF; Year 3 - \$16.16 per RSF multiplied by 5,508 RSF; Year 4 - \$16.81 per RSF multiplied by 5,508 RSF; and Year 5 - \$17.48 per RSF multiplied by 5,508 RSF.

(Non Firm Term) Not applicable

²Operating Costs calculation:

(Firm Term) Year 1 – Free operating costs for months 1 through 4. For months 5 through 12 the calculation of annual operating costs is \$5.52 per RSF multiplied by 5,508 RSF; Year 2 - \$5.74 per RSF multiplied by 5,508 RSF; Year 3 - \$5.97 per RSF multiplied by 5,508 RSF; Year 4 - \$6.21 per RSF multiplied by 5,508 RSF; and Year 5 - \$6.46 per RSF multiplied by 5,508 RSF.

(Non Firm Term) Not applicable

³The Tenant Improvement Allowance of \$50,000.00 is amortized at a rate of 6.5 percent per annum over approximately 5 years. Until completion and acceptance of the Tenant Improvements (TI) Total Annual Rent shall consist of Shell Rent and Operating Costs only. In accordance with Sections 1.08, 1.09 and 1.10 of the Lease, upon completion of the TIs by Lessor and acceptance by the Government, the Total Annual Rent during the firm term shall be adjusted to include Tenant Improvement Rent which shall consist of the actual TI costs amortized at a rate of 6.5 percent over the remaining firm term of the Lease. For example, if the actual TI costs are \$50,000.00 and are amortized at a rate of 6.5 percent per annum and all the TI work is completed and accepted prior to the Lease commencement date, then the annual Tenant Improvement Rent for the firm term would be \$11,739.69 and Total Annual Rent for the first year would be \$86,868.81.

⁴Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 0 years

⁵Parking costs described under sub-paragraph H below

- B. INTENTIONALLY DELETED

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. INTENTIONALLY DELETED

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. INTENTIONALLY DELETED

1.04 INTENTIONALLY DELETED

1.05 INTENTIONALLY DELETED

1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)		A
PARKING PLAN(S)		B
AGENCY SPECIFIC/SPECIAL REQUIREMENTS		N/A
SECURITY REQUIREMENTS		C
SECURITY UNIT PRICE LIST		N/A
GSA FORM 3517B GENERAL CLAUSES		D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS		E
SEISMIC FORM C, BUILDING RETROFIT OR NEW CONSTRUCTION PREAWARD COMMITMENT		N/A
SMALL BUSINESS SUBCONTRACTING PLAN		N/A

1.08 TENANT IMPROVEMENTS AND PRICING (STREAMLINED) (SEP 2013)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$10,2480 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 6.5 percent. The Government shall have the right to make lump sum payments for any or all TI work.

1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the allowance identified above, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

1.10 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space:

	INITIAL BUILD-OUT
Architect/Engineer Fees (\$ per ABOA SF or % of TI Construction Costs)	N/A
Lessor's Project Management Fee (% of TI Construction Costs)	5%

1.11 INTENTIONALLY DELETED

1.12 INTENTIONALLY DELETED

1.13 INTENTIONALLY DELETED

1.14 INTENTIONALLY DELETED

1.15 INTENTIONALLY DELETED

1.16 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$0.0 per ABOA SF of Space vacated by the Government.

1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$35.00 per hour per zone
- No. of zones: 1
- \$35.00 per hour for the entire Space.

1.18 24-HOUR HVAC REQUIREMENT (APR 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. The Lessor and the Government acknowledge and agree that the only portion of the Premises that is required to have heating and cooling 24 hours per day is the computer server/LAN room and such services shall be provided by the Lessor at an annual rate of \$0.00 per ABOA SF of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

1.19 BUILDING IMPROVEMENTS (SEP 2012)

Within 60 days of the Lease Award date or such other time as shall be mutually agreed upon by the Lessor and the Government, the Lessor shall complete the following additional Building improvements/known deficiencies, at the Lessor's sole cost and expense:

- 1 Repair or replace the electrical circuits in the break room
- 2 Replace all ceiling tiles with ceiling tiles that conform to the Lease specifications;
- 3 If allowed by applicable Fire Code, remove suite entrance doors 1 and 5 (the most western and eastern doors to the Space) and door frames and drywall, paint and otherwise seal over the prior openings.
- 4 Repair all ceiling and window leaks;
- 5 Repair or replace the sump pump under the sink in the break room;
- 6 Install coin-operated sanitary napkin dispenser in the women's restrooms;
- 7 Install pipe wrap on pipes under the sinks in the restrooms;
- 8 Install kick plates on door in restrooms; and
- 9 Replace emergency exit signs with signs that meet current Fire and Life Safety Code and add additional signs if required by code.

All work in the Space shall be performed after the Government's normal workday. The schedule for the repairs/corrections shall be coordinated with the Government so that the Government can have an employee present in the leased Premises while corrections/repairs are being performed in the leased Premises.

1.20 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.