the non-firm term

# LEASE NO. GS-04P-LFL60092

This Lease is made and entered into between

Lessor's Name BAYBORO PARTNERS, LTD., a Florida Limited Partnership

(Lessor), whose principal place of business is, 1201 South Orlando Avenue, Winter Park, Florida 32729-7109 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

subject to termination and renewal rights as may be hereinafter set forth. The firm term of this Lease expires on

263 13th Avenue South, St. Petersburg, Florida 33701-5507

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.

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

#### LEASE TERM

expires on May 31, 2026.

To Have and To Hold the said Premises with its appurtenances for the term beginning June 1, 2016 and continuing for a period of

effective as of the date of delivery of the fully executed Lease to the Lesson	·
FOR THEY ESSOR!	
Name: DNID C. STMING	Name: Glynda M. Grieve
Title: PARA IDENT	Title: Lease Contracting Officer
Entity Name: Stay PayBorns Inc-CoEnoul Purther	General Services Administration, Public Buildings Service
Date: 4 28 16	Date: 412912016
·	
WITNESSED FOR THE LESSOR BY:	
Name: PAT CURRY	
Name: PAT CURRY Title: Office mgs.	
Date: 4/128/14	

LESSOR: GOVERNMENT:

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.

## 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: 68,503 rentable square feet (RSF), yielding 57,566 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> floor(s) and known as Suite(s) N/A, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.
- B. <u>Common Area Factor</u>: The Common Area Factor (CAF) is established as **1.19** 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. <u>Parking</u>: 12 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and 12 shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional 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 (APR 2015)

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

	FIRM TERM	NON FIRM TERM	
	ANNUAL RENT	ANNUAL RENT	
SHELL RENT <sup>1</sup>	\$1,242,644.42	\$1,242,644.42	
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 0.00	\$0.00	
OPERATING COSTS <sup>3</sup>	\$504,182.08	\$504,182.08	
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$ 0.00	\$0.00	
Parking <sup>5</sup>	\$ 0.00	\$ 0.00	
TOTAL ANNUAL RENT	\$1,746,826.50	\$1,746,826.50	

<sup>1</sup>Shell rent calculation:

(Firm Term) \$18.14 per RSF multiplied by 68,503 RSF

(Non Firm Term) \$18.14 per RSF multiplied by 68,503 RSF

<sup>3</sup>Operating Costs rent calculation: \$7.36 per RSF multiplied by 68,503 RSF

<sup>5</sup>Parking costs is \$0.00 for the entire term of the lease

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **57,566** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. 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.
- D. 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 by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.
- E. 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."



<sup>&</sup>lt;sup>2</sup>The Tenant Improvement Allowance of \$0.00 is amortized at a rate of n/a percent per annum over n/a years.

<sup>&</sup>lt;sup>4</sup>Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of n/a percent per annum over n/a years

- 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.

#### F. INTENTIONALLY DELETED

#### 1.04 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 180 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

#### 1.05 INTENTIONALLY DELETED

#### 1.06 DOCUMENTS INCORPORATED IN THE LEASE (APR 2015)

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

DOCUMENT NAME	No. of Pages	Ехнівіт
FLOOR PLAN(S)	3	Α
PARKING PLAN(S)	1	В
SECURITY REQUIREMENTS	5	С
GSA FORM 3517B GENERAL CLAUSES	46	D
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	2	E
RLP AMENDMENT No. 1	2	F

# 1.07 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 82.5 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 68,503 RSF by the total Building space of 83,026 RSF.

# 1.08 INTENTIONALLY DELETED

#### 1.09 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$7.36 per RSF (\$504,182.08/annum).

### 1.10 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 \$1.29 per ABOA SF of Space vacated by the Government.

### 1.11 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

\$40.00 per hour per floor

#### 1.12 24-HOUR HVAC REQUIREMENT (SEP 2014)

A. 600 total ABOA SF(300 ABOA SF PER ROOM) of the Space shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The BTU output of each room is established as 48,000 BTU. The temperature of each room shall be

LESSOR GOVERNMENT:

- maintained at 70 degrees F maximum, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.
- B. The 24 hour cooling service shall be provided by the Lessor at an annual rate of \$0.00 per ABOA SF of the area receiving the 24-hour cooling and is not to be included in the monthly operating costs. Also, the hourly overtime HVAC rate specified under the paragraph "Hourly Overtime HVAC Rates" shall not apply to any portion of the Premises that is required to have 24 hour cooling.
- C. INTENTIONALLY DELETED
- D. INTENTIONALLY DELETED
- 1.13 INTENTIONALLY DELETED
- 1.14 INTENTIONALLY DELETED

