

LEASE NO. GS-04P-LFL60230

Standard Lease
GSA FORM L201C (September 2014)

INSTRUCTIONS TO OFFEROR: Do not attempt to complete this lease form (GSA Lease Form L201C, hereinafter Lease Form). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on the lease proposal form (GSA Lease Proposal Form 1364C, hereinafter Lease Proposal Form) into a Lease Form, and transmit the completed Lease Form, together with appropriate attachments, to the successful Offeror for execution.

This Lease is made and entered into between

Leon County Research and Development Authority

(Lessor), whose principal place of business is 1736 West Paul Dirac Drive, Tallahassee, FL 32310-3747, 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
2035 East Paul Dirac Drive, Tallahassee, FL 32310

LEASE TERM

February 18, 2015

To Have and To Hold the said Premises with its appurtenances for the term beginning ~~upon lease award~~ and continuing for a period of

10 Years, 5 Years Firm, through February 17, 2025

subject to termination and renewal rights as may be 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 the date of delivery of the fully executed Lease to the Lessor.

Title: Chair of Board of Governors

Entity Name: Leon County Research and Development Authority General Services Administration, Public Buildings Service

Date: 4/16/15

Date: 5/8/15

Title: Executive Director

Date: 4/16/15

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)

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

A. Office and Related Space: 17,306 rentable square feet (RSF), yielding 15,049 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the FIRST and SECOND floor(s) of the building, as depicted on the floor plan(s) attached hereto Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.1499 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: 41 parking spaces as depicted on the plan attached hereto as Exhibit A, reserved for the exclusive use of the Government, of 41 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.

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	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$216,498.06	\$244,879.90
OPERATING COSTS (NET OF ELECTRIC) ³	\$ 48,283.74	\$ 48,283.74
TOTAL ANNUAL RENT	\$264,781.80	\$293,163.64

¹Shell rent calculation:
(Firm Term) \$XX per RSF multiplied by XX RSF
(Non Firm Term) \$XX per RSF multiplied by XX RSF
²Operating Costs (Net of Electric) rent calculation: \$XX per RSF multiplied by XX RSF
³Parking costs are offered in the shell rate

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 15,049 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 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.

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."

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.

4. The "building" (not only space we occupy, but the entire structure) shall be protected throughout with an approved, supervised automatic sprinkler system per NFPA 13, and maintained in accordance with NFPA 25. Copies of annual sprinkler system inspection reports shall be forwarded to NPS contracting officer who will forward to NPS Regional Structural Fire Management Officer for perusal.

H. Parking shall be provided at a rate of \$0.00 per parking space per month (surface/outside).

1.04 INTENTIONALLY DELETED

1.05 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 SIXTY (60) 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.

1.06 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) AND PARKING PLAN(S)	3	A
GSA FORM 3517B GENERAL CLAUSES	47	B
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	C
<u>GSA Form 1364</u>	<u>3</u>	<u>D</u>

XED
4/16/15 

1.08 INTENTIONALLY DELETED

1.09 INTENTIONALLY DELETED

1.10 INTENTIONALLY DELETED

1.11 INTENTIONALLY DELETED

1.12 INTENTIONALLY DELETED

1.13 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 .44 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 17,306 RSF by the total Building space of 39,400 RSF.

1.14 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is \$XX. Tax adjustments shall not occur until the tax year following lease commencement has passed.

1.15 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 (Net of Electric) shall be \$2.79 per RSF (\$48,283.74/annum).

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 \$1.00 per ABOA SF of Space vacated by the Government.

1.17 INTENTIONALLY DELETED

1.18 24-HOUR HVAC REQUIREMENT (SEP 2014)

- A. 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.
- B. HVAC system must be designed to maintain a near constant relative humidity (+/- 3% maximum daily fluctuation), 24 hours a day, year around, at a set point within the range of 40% to 60%. This may include a gradual seasonal adjustment (3% per month) to the lower part of the range in the winter and to the higher part of the range in the summer. Temperature shall be in the 66 +/-2 degrees range. Outside air shall be filtered at an efficiency of at least 85% (ASHRAE STANDARD 52).

1.19 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

- A. The Lessor agrees to paint the space during normal business hours. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

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.