

This Lease is made and entered into between

**Flagler Center Properties, LLP**

(Lessor), whose principal place of business is 505 South Flagler Drive, Suite 1010, West Palm Beach, FL 33401-5949 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 Flagler Center Phase I, **501 South Flagler Drive, West Palm Beach, FL 33401-5949**

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 **August 1, 2016** and continuing for a period of **15 Years, 10 Years Firm,**

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.

**FOR THE LESSOR**

Name: Richard S. Johnson, Jr  
Title: CO-Managing Partner  
Entity Name: Flagler Center Properties, LLP  
Date: July 21, 2016

**FOR THE GOVERNMENT**

Name: James F. Thompson  
Title: Lease Contracting Officer  
General Services Administration, Public Buildings Service  
Date: 8/12/16

**WITNESSED FOR THE LESSOR BY:**

Name: Annette Devlin  
Title: Bookkeeper  
Date: July 21, 2016

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 (SEP 2015)**

The Premises are described as follows:

- A. Office and Related Space: 20,107 rentable square feet (RSF), yielding 17,484 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 4<sup>th</sup> and 5<sup>th</sup> floors and known as Suites 400 and 500, 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 15 (%) 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.
- C. This subparagraph intentionally deleted.

**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: 59 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 42 shall be structured/inside parking spaces, and 17 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. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

**1.03 RENT AND OTHER CONSIDERATION (SEP 2015)**

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

	FIRM TERM YEARS 1-5	FIRM TERM YEARS 6-10	NON-FIRM TERM YEARS 11-15
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$689,236.40	\$749,588.96	\$815,137.78
TENANT IMPROVEMENTS RENT <sup>2</sup>		\$ 52,440.00	\$0.00
OPERATING COSTS <sup>3</sup>	\$ 158,715.06	\$ 158,715.06	\$ 158,715.06
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$ 0.00	\$ 0.00	\$ 0.00
PARKING <sup>5</sup>	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$847,951.46</b>	<b>\$960,744.02</b>	<b>\$973,852.84</b>

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

(Firm Term, Years 1-5) \$34.28(rounded) per RSF multiplied by 20,107 RSF  
 (Firm Term, Years 6-10) \$37.28 (rounded) per RSF multiplied by 20,107 RSF  
 (Non-Firm Term) \$40.54 per RSF multiplied by 20,107 RSF

<sup>2</sup>Tenant Improvements of \$431,625.91 are amortized at a rate of 4% percent per annum over 10 years. It is for Probation space only. Tenant Improvement charges will be added to the annual rental rate upon acceptance of the completed improvements. The improvements are not scheduled to begin until after the effective date of the lease. Upon acceptance of the tenant improvements, a lease amendment will be completed to adjust the annual rental rates.

<sup>3</sup>Operating Costs rent calculation: \$7.89 per RSF multiplied by 20,107 RSF. Operating costs subject to annual escalation per Lease Paragraph 2.09.

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

<sup>5</sup>Parking costs described under sub-paragraph 1 below

- B. This subparagraph intentionally deleted.
- C. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 17,484 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

D. 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.

E. This subparagraph intentionally deleted.

F. 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.

G. 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 and active in SAM.

H. 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.

I. This subparagraph intentionally deleted.

J. This subparagraph intentionally deleted.

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015)**

A. DTZ AMERICAS INC, D.B.A CUSHMAN & WAKEFIELD (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to DTZ AMERICAS INC, D.B.A CUSHMAN & WAKEFIELD with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$75,032.62 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.\*

Month 2 Rental Payment \$ 75,032.62 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.\*

Month 3 Rental Payment \$75,032.62 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.\*

\* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

**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 90 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 RENEWAL RIGHTS (SEP 2013) INTENTIONALLY DELETED**

**1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2015)**

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

LESSOR:  GOVERNMENT: 

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	2	A
PARKING PLAN(S)	3	B
AGENCY REQUIREMENTS - [REDACTED] Room Requirements (5 pages) AND [REDACTED] Scope of Work dated 2/24/16 (2 pages), Alterations (1 page) and IT attachments (3 pages)	11	C
SECURITY REQUIREMENTS - LEVEL II	6	D
GSA FORM 3517B GENERAL CLAUSES	46	E
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	2	F

**1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2016)**

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$431,625.91 to be used for alterations in Probation space only. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 4 percent.

B. 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.

C. 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.

D. 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.

**1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012) INTENTIONALLY DELETED**

**1.10 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012) INTENTIONALLY DELETED**

**1.11 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013) INTENTIONALLY DELETED**

**1.12 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 24.43% percent. The Percentage of Occupancy is derived by dividing the total Government Space of 20,107 RSF by the total Building space of 82,308 RSF.

**1.13 REAL ESTATE TAX BASE (SEP 2013) INTENTIONALLY DELETED**

**1.14 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 \$7.89 per RSF (\$158,715.06/annum).

**1.15 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 \$1.15 per ABOA SF of Space vacated by the Government.

**1.16 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 for the entire Space.

**1.17** ~~24 HOUR HVAC REQUIREMENT (SEP 2014) INTENTIONALLY DELETED~~

**1.18** **BUILDING IMPROVEMENTS (SEP 2012)**

The following alterations will be coordinated with the tenant improvements. Some of the costs below are considered shell costs. The Lessor shall complete the following additional Building Improvements:

- A. Lessor shall paint and carpet the entire leased space at Lessor's expense. Tenant improvement allowance (Lease Paragraph 1.08) shall not be used for paint and carpet.
- B. Lessor shall install new solar shades on all windows within the leased space, Floors 4 and 5. All costs associated with the solar shades and installation shall be at Lessor's expense.
- C. Lessor shall install VAV boxes with Direct Digital Controls (DDC) in the entire leased space at Lessor's expense. The DDCs will be connected to the building automation system.
- D. Lessor shall clean existing ductwork in entire leased space, at Lessor's expense, within 30 days of lease commencement.
- E. Lessor shall convert old lighting with LED lighting in the leased space at Lessor's expense.
- F. Alterations to space occupied by Probation shall be completed pursuant to Lease Exhibit B, BASIS OF DESIGN/SCOPE OF WORK dated 3/30/2016 and associated alterations floor plan dated 3/29/2016. Installation of Shot blocker, bullet resistant laminate shall occur during the construction phase and costs associated with this requirement are TI.

**1.19** ~~HUBZONE SMALL BUSINESS CONCERNS-ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012) INTENTIONALLY DELETED~~