

This Lease is made and entered into between

Heritage Place Associates LLC

(Lessor), whose principal place of business address is c/o Samco Properties Inc., 455 Fairway Drive Suite 301, Deerfield Beach, Florida 33441 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

Heritage Place, 1515 5th Avenue, Moline, IL 61265

More defined in Section 1, 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 their appurtenances for the term beginning July 1, 2013 upon acceptance of the Premises as required by this Lease and continuing for a period of 10 Years, 5 Years Firm, through June 30, 2023 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: Manager
Entity Name: Heritage Place Associates LLC

Date: June 7, 2013



FOR THE GOVERNMENT:

Name: Jim L. Sharp
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service

Date: 10-18-13



Name: Monette Stages
Title: Leasing Manager
Date: 10/17/13

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.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SIMPLIFIED) (AUG 2011)

The Premises of 6,863 rentable square feet and 5,968 ANSI BOMI square feet.

1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (JUN 2012)

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 parking as described under Block 16 of Exhibit A, Simplified Lease Proposal, GSA Form 1364A. 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 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (JUN 2012)

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified below. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of Building shell and Tenant Improvements (TIs) specified in the Lease and the Agency Specific Requirements (ASR) attached hereto, all taxes of any kind, and all operating costs. Unless a separate rate is specified rights to parking areas will be deemed included in the rent.

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates for 6,863 Rentable/5,968 ANSI BOMI:

	A) 7/1/13-11/30/13	B) 12/1/13-11/29/18	C) 12/1/18-11/29/23
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$94,746.36	\$102,121.44	\$112,278.68
OPERATING COSTS ²	\$22,647.34	\$20,589.00	\$20,589.00
REAL ESTATE TAX ³	\$18,262.02	\$21,824.34	\$21,824.34
TENANT IMPROVEMENT ⁴	\$0.00	\$0.00	\$19,765.44
TOTAL ANNUAL RENT	\$135,655.72	\$144,534.78	\$174,457.46

¹Shell rent A calculation: \$13.81 x 6,863 RSF, Shell rent B calculation: \$14.88 x 6,863 RSF, Shell rent C calculation: \$16.36 x 6,863 RSF.

²Operating Costs rent A calculation: 3:30 x 6,683 B \$3.00 x 6,863 RSF Oper Cost C: \$3.00 x 6,863 RSF

³Real Estate Tax A calculation: \$2.66 x 6,863 B \$3.18 x 6,863 RSF Real Estate Tax C: \$3.18 x 6,863 RSF

⁴Tenant Improvement for rent period C of \$89,520.00 amortized 5 years at 4% interest rate.

** ABOVE RATES DO NOT INCLUDE TAX AND OPERATING ESCALATIONS

1.04 BROKER COMMISSION AND COMMISSION CREDIT (SIMPLIFIED) (JUN 2012)

A. AMERIVET REAL ESTATE SERVICES, INC. together with Stratton Commercial Real Estate as the state licensed real estate professional ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] 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 AmeriVet Real Estate Services, Inc., 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 \$12,044.57 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$12,044.57 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

Month 3 Rental Payment \$12,044.57 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.

LESSOR:  GOVERNMENT: 

1.05 TERMINATION RIGHTS (SIMPLIFIED) (JUN 2012)

The Government may terminate this Lease, in whole or in part, 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. The Government must provide termination notice no later than 120 days after the last day of the Firm Term.

1.06 RENEWAL RIGHTS (SIMPLIFIED) (APR 2011) INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SIMPLIFIED) (SEP 2012)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Agency Specific Requirements,	42	
Representations and Certifications (GSA Form 3518A)	7	
Solicitation Provisions	5	
Floor Plan Delineating the Premises	1	

1.08 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SIMPLIFIED) (SEPT 2011)

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 seven (7%) percent.

1.09 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$3.00 per RSF (\$20,589/annum).

1.10 ADDITIONAL BUILDING IMPROVEMENTS (SEP 2012)

The Lessor shall complete the following additional Building improvements prior to acceptance of the Space. It is agreed that a Tenant Improvement (TI) Allowance of \$15.00 per ANSI BOMI square foot has been agreed to and will be provided starting with year 6 of the lease. The TI's will not be required to be completed until that time.

1.11 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.

If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims, or damages of any nature whatsoever.

LESSOR:  GOVERNMENT: 