

ORIGINAL

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO

GS-04B-62034

THIS LEASE, made and entered into this date by and between
Medline Development LLC

whose address is

609 Shipyard Blvd. Suite 102
Wilmington, NC 28412 - 6563

and whose interest in the property hereinafter described is that of

OWNER

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agrees as follows:

1. The lessor hereby leases to the Government the following described premises:

A total of 3,897 rentable square feet (RSF) of office and related space, which yields 3,543 ANSI/BOMA Office Area square feet (ABOASF) of space in the building located at 1717 Shipyard Blvd. Wilmington, NC to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are fifty (10) on-site, surface including eight (2) structured parking spaces for the exclusive use of Government employees and patrons.

28403-8019

to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION

2 TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

March 1, 2012 through February 28, 2022

subject to termination and renewal rights as may be hereinafter set forth.

3. ~~The Government shall pay the Lessor annual rent of 3-88,300.02~~

~~at the rate of \$ 22.66 per rentable square foot in arrears.
Rent for a lesser period shall be prorated. Rent checks shall be made payable to:~~

Paragraph 4 is deleted in its entirety and replaced with Paragraph 11 and 9.

4. The Government may terminate this lease at any time by giving at least 60 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

Paragraph 5 is deleted in its entirety.

provided notice be given in writing to the Lessor at least _____ days before the end of the original lease term or any renewal term, all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- A. Those facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers 1NC2107.
- B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas and related facilities ready for occupancy in accordance with the requirements of this lease stated in the Solicitation for Offers 1NC2107 and the design intent drawings.
- C. Any Build out shall be in accordance with Solicitation for Offers 1NC2107 and Government approved design intent drawings.
- D. Deviations to any approved space layouts furnished by the GSA to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

7. The following are attached and made a part hereof:

The General Provisions and Instructions

- A. Continuation of Lease Contract No. GS-04B-62034, (Page 3-4)
- B. Solicitation for Offers 1NC2107 dated 08/15/2011; (Pages 1-36)
- C. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 6/08) (Pages 1-34)
- D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07) (Pages 1-7)
- E. Exhibit A – Base Shell Plans

8. The following changes were made in this lease prior to its execution:

NONE.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

| LESSOR | |
|---|--------------------------|
| SIGNATURE | SIGNATURE |
|  | |
| NAME OF SIGNER | NAME OF SIGNER |
| <i>eyer</i> | |
| IN PRESENCE OF | |
| SIGNATURE | SIGNATURE |
|  | |
| NAME OF SIGNER | NAME OF SIGNER |
| <i>Susan Seltzer</i> | |
| UNITED STATES OF AMERICA | |
| NAME OF SIGNER | NAME OF SIGNER |
|  | ALVIN P. JACKSON |
| OFFICIAL TITLE OF SIGNER | OFFICIAL TITLE OF SIGNER |
| | CONTRACTING OFFICER |

9. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

| <u>TERM</u> | <u>ANNUAL RENT</u> | <u>PRSF RATE</u> | <u>POASF RATE</u> | <u>MONTHLY RATE</u> |
|-------------------------------------|--------------------|------------------|-------------------|---------------------|
| 03/01/2012 - 02/28/2022 *rounded | \$88,306.02 | \$22.66 | \$24.92 | \$7,358.84* |

Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rent by the rentable square footage set forth in paragraph 1 above.

Note 2. The rate per ANSI/BOMA office area square foot (OASF) is determined by dividing the total annual rental by the ANSI/BOMA office area square footage set forth in Paragraph 1.

The above annual rent is inclusive of the base annual operating rental rate indicated in Paragraph 16 of this lease contract.

10. The Government may terminate this lease in whole or in part at any time on or after February 28, 2017 year by giving at least sixty (60) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

11. The rental rate is subject to the Government's measurement of plans submitted by the Lessor or a mutual on-site measurement of the space and will be based on the rate, per ANSI/BOMA rentable square foot (PRSF) as noted above, in accordance with Clause 23 (PAYMENT), GSA Form 3517, General Clauses. The lease contract and the amount of rent will be adjusted accordingly. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

MEDLINE DEVELOPMENT LLC
609 Shipyard Blvd, Suite 102
Wilmington, North Carolina 28412

12. The DUNS number for leasing entity is 062958710.

13. The rental set forth in Paragraph 9 of this Lease Agreement does not include any Tenant Improvement cost.

14. In accordance with Solicitation for Offers INC2107 Paragraph 1.3.C, *Measurement of Space*, the common area factor is established as 1.09991532 (3.897 RSF / 3,543 ABOASF).

15. In accordance with Solicitation for Offers INC2107 Paragraph 4.1.B.9, *Tax Adjustment*, the percentage of Government occupancy is established as 69% (3,897 RSF / 3,543 ABOASF).

16. In accordance with Solicitation for Offers INC2107 Paragraph 4.2, *Operating Costs*, the escalation base is established as \$20,225.43 per annum (\$5.19 prsf, \$5.71 poasf rounded).



17. In accordance with Solicitation for Offers INC2107 Paragraph 4.3, *Adjustment for Vacant Premises*, the adjustment is established as \$2.20 per RSF, 2.42 per ABOA for vacant space (rental reduction).

18. In accordance with Solicitation for Offers INC2107 Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$15.48 per hour beyond the *Normal Hours* (Solicitation for Offers INC2107 Paragraph 4.5) of operation are Monday through Friday 7:00am to 5:00pm.

19. Cleaning services requiring access to the Government's leased space shall be performed in accordance with Solicitation for Offers INC2107 Paragraph 4.9, *Janitorial Services*.

20. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implied, shall be admissible to contradict the provisions of this lease. Wherever there is a conflict between the SF-2 and the Solicitation for Offers INC2107, the SF-2 shall take precedence.

//////////////////////////////////////END OF SF-2//////////////////////////////////////

INITIALS  & 
Lessor Government