

**US GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE: 6/2/2011

LEASE NO. GS-04B-61806

THIS LEASE, made and entered into this date by and between **Highwoods Realty Limited Partnership**

whose address is

201 S. Orange Avenue, Suite 400
Orlando, Florida 32801-3444

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 agree as follows:

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

A total of 3,834 Rentable Square Feet (RSF)/3,249 ANSI/BOMA Office Area (ABOA) of office and related space in Suite 400 and 8 reserved parking spaces at the Eller Building, 1800 Eller Drive, Hollywood, Florida 33316-4208 to be used for such purposes as determined by the General Services Administration. Upon completion and acceptance of the tenant improvements in Suite 200 consisting of 4,873 RSF/4,130 ABOA and Suite 402 consisting of 3,540 RSF/3,000 ABOA, Suite 400 shall be vacated and the total square footage shall increase by 4,579 RSF/3,881 ABOA for a new total of 8,413 RSF/7,130 ABOA. This acceptance and corresponding change in square footage will be commenced via Supplemental Lease Agreement.

2. TO HAVE AND TO HOLD for the term of May 31, 2011 through May 31, 2021, subject to termination rights as described in paragraph 4 of this Standard Form 2.

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

SEE EXHIBIT A – Rental
Rate Schedule

Rent for a lesser period shall be prorated. Rent shall be made payable to:

HIGHWOODS REALTY LIMITED PARTNERSHIP
201 SOUTH ORANGE AVENUE, SUITE 400
ORLANDO, FLORIDA 32801-3444

Initials: S6 & [Signature]
Lessor Government

4. The Government may terminate this lease, in whole or in part, at any time on or after May 31, 2016, by giving the Lessor at least one hundred twenty (120) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

5. 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 (SFO) 0FL2170.
- B. Build-out in accordance with Solicitation for Offers 0FL2170. All tenant alterations are to be completed within one hundred (100) working days from receipt of notice to proceed, subject to any delays by the Government or any delays due to event or circumstances beyond the Lessor's reasonable control.
- C. Deviations to the approved space layouts furnished by GSA to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

6. The building shell requirements as outlined in paragraph 1.9 of the SFO shall apply only to Suites 200 and 402. The shell condition in Suite 400 and the building are accepted in their present condition. Any alterations or tenant improvements that may be requested in Suite 400 shall be at the Government's sole expense.

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

- A. Solicitation for Offers 0FL2170 and all attachments and amendments,
- B. Exhibit A – Rental Rate Schedule
- C. GSA Form 3517B entitled General Clauses and amendments,
- D. GSA Form 3518 entitled Representations and Certifications

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

LESSOR: HIGHWOODS REALTY LIMITED PARTNERSHIP

BY Steven J. Garrity, Vice President



(Signature)

IN THE PRESENCE OF:

Dave Ayers, Senior Leasing Rep.



201 South Orange Street, Suite 400,
Orlando, FL 32801

UNITED STATES OF AMERICA

BY 

MICHAEL S. ELLIS, CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION

Continuation Sheet, Standard Form 2
GS-04B-61806

8. In accordance with the SOLICITATION FOR OFFERS 0FL2170, Paragraph 4.1 (Measurement of Space), the common area factor (CAF) is established as 1.18.
9. In accordance with SOLICITATION FOR OFFERS 0FL2170, Paragraph 4.2 (Tax Adjustment), the percentage of Government occupancy is established as 3.83% (Based on Government occupancy of 3,834 rentable square feet and total building area of 99,986 rentable square feet). For purposes of this lease, the tax base is set at \$1.93 per rentable square foot or \$7,399.62 annually.
10. In accordance with the SOLICITATION FOR OFFERS 0FL2170, Paragraph 4.3 (Operating Costs), are established as \$5.11 per rentable square foot (\$6.03 per ANSI/BOMA office area square foot, rounded). The annual operating costs are \$19,591.74 and are subject to CPI increases per paragraph 4.3 of the lease.
11. In accordance with the SOLICITATION FOR OFFERS 0FL2170, Paragraph 4.4 (Adjustment for Vacant Premises), there is no reduction for vacant premises.
11. In accordance with SOLICITATION FOR OFFERS 0FL2170, Paragraph 4.6 (Overtime Usage), the overtime usage is \$40.00 per hour per zone to the Government. Normal hours of operation are established as 7:00 am to 5:00 pm, Monday through Friday.
12. (a) The Tenant Improvement Allowance (TI) provided in the lease is \$46.81845 PABOASF rounded or \$333,815.55 amortized at an interest rate of 10% over 5 years for an annual TI of \$85,111.14 (\$10.11 PRSF, \$11.93 POASF). The TI allowance will be used to construct the interior space in accordance with the Government approved construction drawings and the SFO. If the TI cost exceeds \$46.81845 PABOASF rounded or \$333,815.55, the balance due the Lessor will be paid by rental adjustment, or lump sum upon completion and acceptance, to be determined by the Government. If the entire TI of \$46.81845 PABOASF rounded or \$333,815.55 is not used, the Government will adjust the rental rate downward to off-set the difference. The Lessor understands that in lieu of Cost and Pricing Data, he shall solicit three (and provide a minimum of two if approved by the Contracting Officer) bids for all work completed as a part of the tenant alterations. The lowest responsive bid will be accepted.
13. Radon Certification must be furnished within 30 days after occupancy. Any corrective action must be completed within 30 days after tests are completed at no additional costs to the Government. If re-testing is required, results shall be forwarded to the General Services Administration Contracting Officer.
14. Any deviation from approved construction drawings or tenant improvement alterations requires approval by the General Services Administration Contracting Officer. Should Lessor make changes without this approval, the Government will not be responsible for the cost of those changes and Lessor will not be reimbursed.
15. The Lessor hereby waives restoration.
16. Notices to the Lessor to be sent to:

HIGHWOODS REALTY LIMITED PARTNERSHIP
201 SOUTH ORANGE AVENUE, SUITE 400
ORLANDO, FLORIDA 3280-3444

Copy to:

Highwoods Realty Limited Partnership
ATTN: General Counsel
3100 Smoketree Cart, Suite 600
Raleigh, North Carolina 27604

Initials: S6 & MB
Lessor Government