

**LEASE NO. GS-04P-LFL62692**

Streamlined Lease  
GSA FORM L201B (September 2013)

This Lease is made and entered into between

**D&K Holdings of Jay LLC**

(Lessor), whose principal place of business is 5100 Hwy 4, Jay, FL 32565-2326, 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

3927 Highway 4  
Jay, FL 32565-1752

and more fully described 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 its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

**10 Years, 5 Years Firm,**

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

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.

[Redacted Signature]

Title: Managing Partner  
Entity Name: D&K Holdings of Jay, LLC  
Date: 2-19-2014

FOR THE GOVERNMENT:  
[Redacted Signature]

Title: Lease Contracting Officer  
General Services Administration, Public Buildings Service  
Date: 2/25/14

**WITNESSED FOR THE LESSOR BY:**

[Redacted Signature]  
Name: \_\_\_\_\_  
Title: Notary  
Date: 2/19/14



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)

The Premises are described as follows:

A. **Office and Related Space:** 4,632 rentable square feet (RSF), yielding 4,132 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the first floor 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 12 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:** 30 parking reserved for the exclusive use of the Government, of which 30 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. The Government shall have the use of existing shed on the property, and the right to place a Government owned shed on the property, in a location determined by the lessor.

### 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:

	YEARS 1-5	YEARS 6-10
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$53,731.20	\$53,731.20
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$33,990.82	\$0.00
OPERATING COSTS <sup>3</sup>	\$31,960.80	\$31,960.80
PARKING <sup>4</sup>	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$119,682.82</b>	<b>\$85,692.00</b>

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

(Years 1-10) \$11.60 per RSF multiplied by 4,632 RSF (\$13.00 per ABOA multiplied by 4,132 ABOA)

<sup>2</sup>The Tenant Improvement Allowance of \$169,954.12 is amortized at a rate of 0 percent per annum over 5 years

(Years 1-5): \$7.34 per RSF multiplied by 4,632 RSF (\$8.23 per ABOA multiplied by 4,132 ABOA)

<sup>3</sup>Operating Costs rent calculation:

(Years 1-10) \$6.90 per RSF multiplied by 4,632 RSF (\$7.74 per ABOA multiplied by 4,132 ABOA)

<sup>4</sup>Parking costs described under sub-paragraph H below

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 4,132 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. 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.

D. THIS PARAGRAPH WAS INTENTIONALLY DELETED.

E. 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.

F. 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.



**1.10 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)**

For pricing TI costs, the following rates shall apply for the initial build-out of the Space:

	INITIAL BUILD-OUT
Architect/Engineer Fees (\$ per ABOA SF or % of TI Construction Costs)	\$1.50 ABOA
Lessor's Project Management Fee (% of TI Construction Costs)	10%

**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 39 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 4,632 RSF by the total Building space of 11,868 RSF.

**1.14 INTENTIONALLY DELETED**

**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 shall be \$6.90 per RSF (\$31,960.80/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 \$2.00 per ABOA SF of Space vacated by the Government.

**1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)**

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$0.00 per hour per zone
- \$0.00 per hour for the entire Space.

**1.18 24-HOUR HVAC REQUIREMENT (APR 2011)**

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of \$0.00 per ABOA SF of the area receiving the 24-hour HVAC. 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.

**1.19 INTENTIONALLY DELETED**

**1.20 INTENTIONALLY DELETED**