

**US GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE

5/20/10

LEASE NO. **GS-04B-50012**

THIS LEASE, made and entered into this date by and between **COMMERCE PROPERTIES INTERNATIONAL, INC.**

Whose address is **317 Riveredge Blvd., Suite 100
Cocoa, FL 32992**

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 agree as follows:

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

A total of rentable square feet 14,350 (RSF) of office and related space, which yields 12,813 ANSI/BOMA Office Area square feet (ABOSF) of space at Pine Plaza 375 Commerce Parkway, Rockledge, FL 32995-4201 as indicated on the attached Floor Plan marked Exhibit A along with 11 surface parking spaces in accordance with this lease. In addition, 923 rentable square feet will be offered on the second floor at no additional cost to the Government.

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

July 1, 2010

through

June 30, 2020

subject to

termination and renewal rights as may be hereafter set forth.

3. 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>RATE per RSF¹</u>	<u>RATE per ABOASF²</u>	<u>MONTHLY RATE</u>
07/1/2010 – 06/30/2015	\$390,154.37	\$27.19	\$30.45	\$32,512.86
07/1/2015 – 06/30/2020	\$311,094.00	\$21.68	\$24.28	\$25,924.50

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

Note 2. The rate per ABOASF is determined by dividing the total annual rental by the ABOASF set forth in Paragraph 9.

4. The Government may terminate this lease, in whole or in part, at any time on or after May 16, 2015, by giving the Lessor at least sixty (60) 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 date of mailing.

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

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE per RSF</u>	<u>RATE per ABOASF</u>	<u>MONTHLY RATE</u>
DELETED	DELETED	DELETED	DELETED	DELETED

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.

DB

6. Rental 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 ABOASF as noted in Paragraph 3 above, in accordance with Clause 27 (PAYMENT), GSA Form 3517B, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum ABOASF requested in SFO Paragraph 1.1 (Amount and Type of Space). Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Commerce Properties International
317 Riveredge Blvd., Suite 100
Cocoa, FL 32922

7. 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) No. 9FL2074.
- B. Buildout in accordance with Solicitation for Offers 9FL2074. Design Intent Drawings (DIDs) shall be prepared by the Lessor and due to the Government within ninety (90) working days subsequent to lease award. All tenant alterations are to be completed within ninety (90) working days of receiving notice to proceed from the Government with agency approved working/construction drawings. Lease term to be effective and rental to begin on date of occupancy, if different from Paragraph 2.
- C. Deviations to the approved Design Intent Drawings reviewed and furnished by the Government to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

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

- A. Solicitation for Offers 9FL2074.
- B. GSA Form 3517B entitled General Clauses (Rev. 06/08).
- C. GSA Form 3518 entitled Representations and Certifications (Rev. 1/07).
- D. Floor Plan entitled GSA SFO 9FL2074.

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

LESSOR: Commerce Properties International, Inc.

BY Donald J. Long, PRES.
(Authorized Signature)

Donald J. Long, PRESIDENT
(Signature)

IN THE PRESENCE OF:
[Signature]
(Signature)

317 RIVEREDGE BLVD COCOA, FL 32922
(Address)

UNITED STATES OF AMERICA

BY Kenneth L. Day
(Signature)

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official title)

[Handwritten initials]

15. Common Area Factor

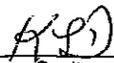
The Common Area Factor of this building for this Government lease that is applied to the ANSI/BOMA Office Area square feet (ABOA) to determine the rentable square feet is 1.12 (15,273 RSF/13,594 ABOA SF).

- 16. Tenant Improvement Allowance:** Pursuant to Paragraph 3.2, "Tenant Improvements Included in Offer", the maximum Tenant Improvement Allowance shall be \$479,907.84 (\$37.45 / BOSF) amortized over 60 months at 7% payable \$114,163.83 annually and is included in the annual rent payment identified in Paragraph 3 of this lease. Pursuant to Paragraph 3.3, "Tenant Improvements Rental Adjustment", the Government, at its sole discretion, shall make all decisions as to the usage and payment for said Tenant Improvement Allowance. If the T/I cost exceeds \$479,907.84, the balance due the Lessor will be paid by rental adjustment, or lump sum, to be determined by the Government. If the entire T/I of \$37.45 OASF or \$479,907.84 is not used, the Government will adjust the rental rate downward to off-set the difference in the tenant improvement. The Lessor understands, in lieu of Cost and Pricing Data, each of his sub-contractors shall solicit three (3) bids for work completed as a part of the initial tenant alterations, e.g., for electrical, plumbing, etc. The lowest responsive bid will be accepted."

17. Inspection of Premises:

A. The Lessor shall notify the Government five (5) working days in advance of the anticipated substantial completion date as defined in Paragraph 1 of the GSA Form 3517. Within ten (10) working days after the date the Lessor notifies the Government that the space is "substantially complete," the Government shall inspect the Premises and appurtenances. Within five (5) working days after the inspection, the Government shall notify the Lessor of any deficiencies in the Premises and appurtenances and the Lessor shall thereafter diligently pursue remedying any defects. If any subsequent Government inspection is required to confirm conformance with the results of a prior inspection, any such subsequent inspection and notification of the results of such inspection shall be made in accordance with the foregoing procedure and the time frames.

B. The period during which rent shall be deemed to have commenced for the Premises shall be the date that the entire space is accepted for occupancy by the Government (or the date accepted for occupancy, subject to completion of a written punchlist of items not materially affecting beneficial occupancy which are yet to be finished.) The space will not be considered acceptable for occupancy until the Government receives the final tenant improvement cost. Any items to be completed or corrected that have been identified at the acceptance of the space as a punchlist item and which do

INITIALS:  & 
Lessor Govt

