

**LEASE NO. GS-04B-61871**

Streamlined Lease  
GSA FORM L201B (04/11)

This Lease is made and entered into between

**REFLECT CO, LLC**

("the Lessor"), whose principal place of business is **925 SOUTH FEDERAL HWY, SUITE 425 BOCA RATON, FL 33432-6148** and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the 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:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**450 Australian Avenue West Palm Beach, FL 33401-5008**

together with rights to the use of parking and other areas as set forth herein.

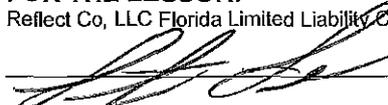
To Have and To Hold the said Premises with their appurtenances for the term beginning on September 1, 2011 through August 31, 2021

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the General Services Administration. The commencement date of this lease, along with any applicable termination and renewal rights, shall more specifically be 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.

**FOR THE LESSOR:**

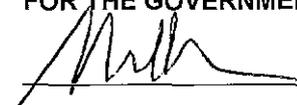
Reflect Co, LLC Florida Limited Liability Company

  
Name: Steve Levin

Title: Managing Member

Date: 9-7-2011

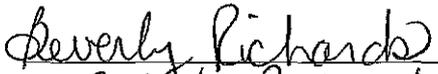
**FOR THE GOVERNMENT:**

  
Michael Ellis

Lease Contracting Officer

Date: 9/13/11

**WITNESSED BY:**

  
Name: Beverly Richards  
Title: Lease Administrator  
Date: 9-7-2011

## TABLE OF CONTENTS

<b>SECTION 1</b>	<b>THE PREMISES, RENT, AND OTHER TERMS</b>	<b>1</b>
1.01	THE PREMISES	1
1.02	EXPRESS APPURTENANT RIGHTS	1
1.03	RENT AND OTHER CONSIDERATION	1
1.04	BROKER COMMISSION AND COMMISSION CREDIT:	2
1.05	TERMINATION RIGHT	2
1.06	RENEWAL RIGHTS	2
1.07	DOCUMENTS INCORPORATED BY REFERENCE	2
1.08	TENANT IMPROVEMENT PRICING: TI BASED ON DESIGN SCHEMATIC/DID WORKSHOP	2
1.09	TENANT IMPROVEMENT FEE SCHEDULE	2
1.10	PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE	2
1.11	OPERATING COST BASE	2
1.12	RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES	2
1.13	OVERTIME HVAC RATES	2
1.14	24-HOUR HVAC REQUIREMENT (APR 2011)	2
1.15	ADDITIONAL BUILDING IMPROVEMENTS	2
<b>SECTION 2</b>	<b>GENERAL TERMS, CONDITIONS AND STANDARDS</b>	<b>3</b>
2.01	DEFINITIONS AND GENERAL TERMS (APR 2011)	3
2.02	AUTHORIZED REPRESENTATIVES (APR 2011)	3
2.03	WAIVER OF RESTORATION (APR 2011)	3
2.04	PAYMENT OF BROKER (APR 2011)	3
2.05	CHANGE OF OWNERSHIP (APR 2011)	3
2.06	ADJUSTMENT FOR VACANT PREMISES (APR 2011)	4
2.07	OPERATING COSTS ADJUSTMENT (APR 2011)	4
2.08	FINANCIAL AND TECHNICAL CAPABILITY (APR 2011)	4
2.09	REAL ESTATE TAX ADJUSTMENT (AUG 2008 )	
<b>SECTION 3</b>	<b>CONSTRUCTION STANDARDS AND SHELL COMPONENTS</b>	<b>6</b>
3.01	WORK PERFORMANCE (APR 2011)	6
3.02	RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)	6
3.03	ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007)	6
3.04	EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (DEC 2010)	6
3.05	CONSTRUCTION WASTE MANAGEMENT (AUG 2008)	6
3.06	WOOD PRODUCTS (AUG 2008)	7

3.07	ADHESIVES AND SEALANTS (AUG 2008)	7
3.08	BUILDING SHELL REQUIREMENTS (APR 2011)	7
3.09	RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (APR 2011)	8
3.10	QUALITY AND APPEARANCE OF BUILDING (APR 2011)	8
3.11	VESTIBULES (APR 2011)	8
3.12	MEANS OF EGRESS (APR 2011)	8
3.13	AUTOMATIC FIRE SPRINKLER SYSTEM (APR 2011)	8
3.14	FIRE ALARM SYSTEM (APR 2011)	9
<b>3.15</b>	<b>ENERGY INDEPENDENCE AND SECURITY ACT (APR 2011)</b>	<b>9</b>
3.15	ELEVATORS (APR 2011)	9
3.16	BUILDING DIRECTORY (APR 2011)	9
3.17	FLAGPOLE (APR 2011)	10
3.18	DEMOLITION (APR 2011)	10
3.19	ACCESSIBILITY (APR 2011)	10
3.20	CEILINGS (APR 2011)	10
3.21	DOORS	10
3.22	DOORS: EXTERIOR (APR 2011)	10
3.23	DOORS: HARDWARE (APR 2011)	10
3.24	DOORS: IDENTIFICATION (APR 2011)	10
3.25	WINDOWS (APR 2011)	10
3.26	PARTITIONS: GENERAL (APR 2011)	11
3.27	PARTITIONS: PERMANENT (APR 2011)	11
3.28	INSULATION: THERMAL, ACOUSTIC, AND HVAC (APR 2011)	11
3.29	WALL FINISHES (APR 2011)	11
3.30	PAINTING (APR 2011)	11
3.31	FLOORS AND FLOOR LOAD (APR 2011)	11
3.32	FLOOR COVERING AND PERIMETERS - (APR 2011)	11
3.33	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)	12
3.34	BUILDING SYSTEMS (APR 2011)	12
3.35	ELECTRICAL (APR 2011)	12
3.36	ELECTRICAL: GENERAL (APR 2011)	12
3.37	ELECTRICAL: DISTRIBUTION (APR 2011)	12
3.38	ADDITIONAL ELECTRICAL CONTROLS (APR 2011)	12
3.39	PLUMBING (APR 2011)	12
3.40	DRINKING FOUNTAINS (APR 2011)	12

3.41	TOILET ROOMS (APR 2011)	12
3.42	HEATING VENTILATION AND AIR CONDITIONING (APR 2011)	13
3.43	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)	13
3.44	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)	14
3.45	LIGHTING: INTERIOR AND PARKING (DEC 2010)	14
3.46	ACOUSTICAL REQUIREMENTS (SEP 2009)	14
3.47	INDOOR AIR QUALITY DURING CONSTRUCTION (DEC 2007)	15
3.48	GREEN LEASE SUBMITTALS (SEP 2010)	15
3.49	DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2005)	16
3.50	ACCESS TO UTILITY AREAS (NOV 2005)	16
3.51	MECHANICAL AREAS AND BUILDING ROOFS (NOV 2005)	16
3.52	ACCESS TO BUILDING INFORMATION (NOV 2005)	16
3.53	IDENTITY VERIFICATION OF PERSONNEL (MAY 2007)	16
3.54	SYSTEMS COMMISSIONING (APR 2011)	17
3.55	SECURE HVAC: AIRBORNE HAZARDS (NOV 2005)	17
3.56	EMERGENCY POWER TO CRITICAL SYSTEMS (NOV 2005)	17
3.57	SECURE HVAC: SECURE RETURN-AIR GRILLES (NOV 2005)	17
3.58	SECURE HVAC: OUTDOOR AIR INTAKES (NOV 2005)	17
<b>SECTION 4</b>	<b>DESIGN, CONSTRUCTION AND POST AWARD ACTIVITIES</b>	<b>18</b>
4.01	SCHEDULE FOR COMPLETION OF SPACE (APR 2011)	18
4.02	CONSTRUCTION DOCUMENTS (APR 2011)	18
4.03	TENANT IMPROVEMENTS PRICE PROPOSAL (APR 2011)	18
4.04	TENANT IMPROVEMENTS PRICING REQUIREMENTS (MAY 2011)	18
4.05	CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)	18
4.06	PROGRESS REPORTS (APR 2011)	18
4.07	ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (APR 2011)	18
4.08	CONSTRUCTION INSPECTIONS (APR 2011)	18
4.09	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2011)	18
4.10	LEASE TERM COMMENCEMENT DATE AND ANNUAL RENT RECONCILIATION (APR 2011)	18
4.11	AS-BUILT DRAWINGS (APR 2011)	18
<b>SECTION 5</b>	<b>TENANT IMPROVEMENT COMPONENTS</b>	<b>19</b>
5.01	TENANT IMPROVEMENT (TI) REQUIREMENTS (APR 2011)	19
5.02	FINISH SELECTIONS (DEC 2010)	19
5.03	██████████ (SEP 2009)	19
5.04	DOORS: SUITE ENTRY (AUG 2008)	19

5.05	DOORS: INTERIOR (AUG 2008)	19
5.06	DOORS: HARDWARE (DEC 2007)	19
5.07	DOORS: IDENTIFICATION (SEP 2000)	20
5.08	PARTITIONS: SUBDIVIDING (SEP 2009)	20
5.09	WALL FINISHES - TI (APR 2011)	20
5.10	PAINTING – TI (APR 2011)	20
5.11	FLOOR COVERING AND PERIMETERS – TI (APR 2011)	21
5.12	CARPET SPECIFICATIONS (DEC 2010)	21
5.13	HEATING AND AIR CONDITIONING (APR 2011)	21
5.14	ELECTRICAL: DISTRIBUTION (APR 2011)	22
5.15	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (APR 2011)	22
5.16	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)	22
5.17	DATA DISTRIBUTION (AUG 2008)	22
5.18	ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (AUG 2008)	22
5.19	LIGHTING: INTERIOR AND PARKING – TI (APR 2011)	22
<b>SECTION 6</b>	<b>UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM</b>	<b>24</b>
6.01	PROVISION OF SERVICES, ACCESS, AND ROUTINE HOURS (APR 2011)	24
6.02	UTILITIES (APR 2011)	24
6.03	UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (APR 2011)	24
6.04	HEATING AND AIR CONDITIONING (APR 2011)	24
6.05	OVERTIME HVAC USAGE (APR 2011)	24
6.06	JANITORIAL SERVICES (APR 2011)	24
6.07	SELECTION OF CLEANING PRODUCTS (APR 2011)	25
6.08	SELECTION OF PAPER PRODUCTS (APR 2011)	25
6.09	SNOW REMOVAL (APR 2011)	25
6.10	MAINTENANCE AND TESTING OF SYSTEMS (APR 2011)	25
6.11	MAINTENANCE OF PROVIDED FINISHES (APR 2011)	25
6.12	ASBESTOS ABATEMENT (APR 2011)	26
6.13	ONSITE LESSOR MANAGEMENT (APR 2011)	26
6.14	SCHEDULE OF PERIODIC SERVICES (APR 2011)	26
6.15	LANDSCAPING (APR 2011)	26
6.16	LANDSCAPE MAINTENANCE (APR 2011)	26
6.17	RECYCLING (DEC 2007)	26
6.18	INDOOR AIR QUALITY (DEC 2007)	26
6.19	RADON IN AIR (AUG 2008)	27

6.20	RADON IN WATER (AUG 2008)	27
6.21	HAZARDOUS MATERIALS (OCT 1996)	27
6.22	MOLD (AUG 2008)	27
6.23	OCCUPANT EMERGENCY PLANS (APR 2011)	28
6.24	FLAG DISPLAY (APR 2011)	28

**SECTION 7** ~~ADDITIONAL TERMS AND CONDITIONS~~ **29**

---

**SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**

**1.01 THE PREMISES**

Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this lease. These exceptions include, but are not limited to, security improvements, National Fire Protection Association (NFPA) requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the lease paragraphs and attached General Clauses. The Premises are described as follows:

Office and Related Space: 7,148 rentable square feet (RSF), yielding 6,382 ANSI/BOMA Office Area (ABOA) square feet of office and related space (based upon a Common Area Factor of 12%, located on the 5<sup>th</sup> floor and known as Suite 500, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

**1.02 EXPRESS APPURTENANT RIGHTS**

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

- A. Parking: 7 surface parking spaces free of charge. 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.
- B. Antennae, Satellite Dishes and Related Transmission Devices:

**1.03 RENT AND OTHER CONSIDERATION**

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	Years 1 - 5		Years 6 - 10	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$166,119.52	\$23.24	\$171,552.00	\$24.00
Operating Costs	\$97,856.12	\$13.69*	\$97,856.12	\$13.69*
<b>Full Service Rate</b>	<b>\$263,975.64</b>	<b>\$36.93</b>	<b>\$269,408.12</b>	<b>\$37.69</b>

\*Operating Rate subject to adjustments see section Operating Cost Adjustment 2.07

- B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 6,382 ABOA sq. ft. 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 cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- D. 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.
- E. Rent shall be paid to the 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.
- F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
  - 1. The leasehold interest in the Property described in "Paragraph 1.01, The Premises" created herein.
  - 2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
  - 3. Performance or satisfaction of all other obligations set forth in this Lease.
  - 4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.
  - 5. All services, utilities maintenance required for the proper operation of the Property, the Building, and the Leased Premises, in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements of this Lease shall be the responsibility of the Lessor.

**1.04 BROKER COMMISSION AND COMMISSION CREDIT**

**1.05 TERMINATION RIGHT**

The Government may terminate this Lease, in whole or in part, at any time effective after the firm term of this Lease by providing not less than 60 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.

**1.06 RENEWAL RIGHTS**

**1.07 DOCUMENTS INCORPORATED BY REFERENCE**

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)	1	A
GSA Form 3517B General Clauses	2	B
GSA Form 3518, Representations and Certifications	5	C

**1.08 TENANT IMPROVEMENT PRICING: TI BASED ON DESIGN SCHEMATIC/DID WORKSHOP**

Lessor has agreed to provide touch up painting in common areas, clean carpet through the leases premises and replace the low voltage cabling with CAT 6 cabling at no additional cost to the Government.

~~**1.09 TENANT IMPROVEMENT PRICING: DID'S PRIOR TO AWARD**~~

**1.10 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 11.16%. The percentage of occupancy is derived by dividing the total Government space of 7,148 rentable square feet by the total building space of 64,041 rentable square feet.

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment clause of the Lease is \$3.00 per rentable square foot.

**1.11 OPERATING COST BASE**

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$13.69 per rentable sq. ft.

**1.12 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES**

In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased 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 \$8.01 per ABOA sq. ft. of space vacated by the Government.

**1.13 OVERTIME HVAC RATES**

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

\$65 per hour for the entire space.

**1.14 24-HOUR HVAC REQUIREMENT (APR 2011)**

The Overtime Usage 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 the rate of actual consumption cost over and above eleven (11) hours per day. If such services are required they must be requested in advance in writing by the authorized GSA representative only.\$.

~~**1.15 ADDITIONAL BUILDING IMPROVEMENTS**~~