

**LEASE NO. GS-04B-62454**

**Succeeding/Superseding Lease  
GSA FORM L202 (6/12)**

This Lease is made and entered into between

**Duke Realty Limited Partnership**

(Lessor), whose principal place of business is **600 East 96<sup>th</sup> Street, Suite 100, Indianapolis, IN 46240-3788**, 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

**1000 South Pine Island Rd., Plantation, FL 33324-3920**

and more fully described in Section 1 and Exhibit A, 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 **November 26, 2012** and continuing for a period of

**10 Years, 5 Years Firm,**

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

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:**

DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership

By: Duke Realty Corporation, an Indiana corporation, its General Partner

By: Edward P. Mitchell  
Edward P. Mitchell  
Senior Vice President  
South Florida Operations

Date: 12/4/2012

**FOR THE GOVERNMENT:**

Theresa Fung  
Theresa Fung

Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 12-5-2012

**WITNESSED FOR THE LESSOR BY:**

Chris Gallagher

Name: Chris Gallagher

Title: VP of Leasing

Date: 12/4/12

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.

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

**1.01 THE PREMISES (SUCCEEDING) (JUN 2012)**

Unless otherwise expressly stated herein, the Government accepts the Premises and tenant improvements in their existing, as-is condition, provided that the Lessor shall comply with all applicable fire protection, life safety and ABAAS requirements as well as local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of 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:

A. Office and Related Space: 19,949 rentable square feet (RSF), yielding 17,197 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the third floor and known as Suite 300, 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 16 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 (JUN 2012)**

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: The Government has the right to use up to 71 parking spaces at no charge. These unreserved parking spaces are located both in surface parking and the garage. Additionally the parking to square foot ratio available on site shall meet current local code requirements. Where available, regularly scheduled public transportation must be available to cover the commuting needs of the public. Parking will be surfaced (asphalt or cement), with curbs, adequate drainage, and painted with stripes and arrows identifying traffic flow. In addition, Lessor shall provide such sufficient parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

**1.03 RENT AND OTHER CONSIDERATION (JUN 2012)**

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

	FIRM TERM: YEARS 1-5 NOVEMBER 26, 2012-NOVEMBER 25, 2017	NON FIRM TERM: YEARS 6-10 NOVEMBER 26, 2017-NOVEMBER 25, 2022
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$501,717.00	\$501,717.00
OPERATING COSTS <sup>2</sup>	\$166,774.00	\$166,774.00
<b>TOTAL ANNUAL RENT</b>	<b>\$668,491.00</b>	<b>\$668,491.00</b>

<sup>1</sup>Shell rent (Firm Term) calculation: \$25.20 per RSF multiplied by 19,949 RSF  
<sup>2</sup>Operating Costs rent calculation: \$8.36 per RSF multiplied by 19,949 RSF

In instances where the Lessor amortizes either the TI or Building Specific Security for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized costs beyond the Firm Term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 17,197 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3617.

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. 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 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). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

F. 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 the paragraph entitled the Premises



- \$50.00 per hour for the entire Space.

**1.14 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. 24-hour HVAC is required by the Government for the following designated rooms or areas of the Premises: two (2) MDF rooms totaling approximately 500 SF. Such services shall be provided by the Lessor at an annual rate of \$27,040, and in accordance with the paragraph titled "Overtime HVAC Usage."

**1.15 BUILDING IMPROVEMENTS (JUN 2012) INTENTIONALLY DELETED**