

**US GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE

7/29/10

LEASE NO. **GS-04B-59148**

THIS LEASE, made and entered into this date by and between **Vin & Toni Hoover Property Management, LLC**

Whose address is **13775 N. Nebraska Avenue
Tampa, FL 33613-3320**

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 19,184 Rentable Square Feet (RSF) of office and related space, consisting of 17,520 ANSI/BOMA Office Area Square Feet (ABOASF) to be constructed at Site C in Bell County Technology and Training Park located on Technology and Training Park Drive near 30th Street, Middlesboro, Kentucky 40965.

The space shall be provided in the same building, but in two separate blocks. Block A consists of 7,663 RSF of space to yield 6,663 ABOASF of contiguous office space and Block B consists of 12,486 RSF of space to yield 10,857 ABOASF of contiguous office space. Each block shall have separate main entrances and separate rear access doors.

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, 2011 through June 30, 2026 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>
07/01/2011 – 06/30/2021	\$482,702.05	\$25.16	\$27.55	\$40,225.17
07/01/2021 – 06/30/2026	\$430,824.68	\$22.46	\$24.59	\$35,902.06

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 **June 30, 2021** year, by giving the Lessor at least ninety (90) 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.

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:

Vin & Toni Hoover Property Management, LLC
13775 N Nebraska Avenue
Tampa, FL 33613-3320

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. 5KY0055-B, with its attachments, and as amended by SFO Amendments 1-4.
- B. Buildout in accordance with Solicitation for Offers 5KY0055-B. Design Intent Drawings (DIDs) shall be prepared by the Government and due to the Lessor within ninety (90) working days subsequent to lease award. All tenant alterations are to be completed within one hundred twenty (120) 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. Unauthorized deviations will not be reimbursed.
- D. Lessor shall provide ninety-six (96) surface, on-site parking spaces at no additional cost to the Government.

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

- A. Solicitation for Offers 5KY0055-B, with its attachments.
- B. SFO Amendments No. 1, 2, 3 and 4.
- C. Special Requirements - [REDACTED] - ATLANTA REGION, OFFICE SPACE SPECIFICATIONS AND REQUIREMENTS, Middletown, KY, 4/11/2006
- D. GSA Form 3517B entitled General Clauses (Rev. 11/05).
- E. GSA Form 3518 entitled Representations and Certifications (Rev. 1/07).
- F. Floor Plan and Site Plan B, GSA SFO 5KY0055-B.
- G. Building Elevation.
- H. Commission Agreement dated July 24, 2007.

their names as of the date first above written.

LC

[REDACTED SIGNATURE]

(Signature)

13775 N. NEBRASKA AVE.
TAMPA, FL 33613

(Address)

IN THE P

UNITED STATES OF AMERICA

[REDACTED SIGNATURE]


(Signature)


FELICIA R. WALKER, CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION

(Official title)

9. The premises described in Paragraph 1 of this Standard Form 2 shall contain 17,520 ABOASF of office and related space, as identified in SFO 5KY0055-B.
10. The rental rate in Paragraph 3 for the period 07/01/2011 through 06/30/2021 includes all Tenant Improvements. In accordance with Paragraph 1.11 and 1.12 of SFO 5KY0055-B, the Tenant Improvement allowance (T/I) provided in the lease is \$38.717 per ABOASF, or a total of \$678,326.75 amortized at an interest rate of 7% over ten (10) years yielding an annual cost of \$94,511.38 at a rate of \$5.39 per ABOASF (\$4.93 per RSF). The T/I will be used to construct the interior space in accordance with the approved Design Intent Drawings provided to the Lessor. If the T/I cost exceeds a total of \$678,326.75, \$38.717 per ABOASF (for up to 17,520 ABOASF), the balance due the Lessor will be paid by rental adjustment or lump sum, to be determined by the Government. If the entire tenant improvement allowance of \$38.717 per ABOASF is not used, the Government will adjust the rental rate downward to off-set the difference in the T/I.
11. In accordance with Paragraph 1.10 (Building Shell Requirements) of SFO No. 5KY0055-B, the annual shell cost is established as \$283,877.67 yielding \$16.20 per ABOASF (\$14.80 per RSF) which is inclusive of the rental rate in Paragraph 3 for the period 07/01/2011 through 06/30/2021. For the period 07/01/2021 through 06/30/2026, the annual shell cost steps up to \$326,511.68 yielding \$18.63 per ABOASF (\$17.02 per RSF) which is inclusive of the rental rate in Paragraph 3.
12. In accordance with Paragraph 3.5 (Tax Adjustment) of SFO No. 5KY0055-B, the percentage of Government occupancy is established as 100% (based on total building area of 19,184 RSF and the Government's occupancy of approximately 19,184 RSF). Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum ABOASF stated in the SFO, and in accordance with GSA Form 3517B, GENERAL CLAUSES.
13. In accordance with Paragraphs 3.7 and 3.8 (Operating Costs and Operating Costs Base) of SFO No. 5KY0055-B, the annual operating cost is established as \$104,313.00 yielding an escalation base of \$5.95 per ABOASF (\$5.44 per RSF) which is inclusive of the rental rate in Paragraph 3 for the period 07/01/2011 through 06/30/2026.
14. In accordance with Paragraph 3.11 (Common Area Factor) of SFO No. 5KY0055-B, the common area factor (CAF) is established as 9.50% or 1.0950, based on 19,184 RSF and 17,520 ABOASF.

INITIALS:

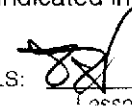
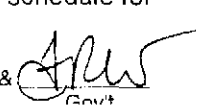

Lessor


Grant

15. In accordance with Paragraph 3.15 (Adjustment for Vacant Premises) of SFO No. 5KY0055-B, the rental rate reduction is established as \$1.42 per ABOASF.
16. In accordance with Paragraphs 7.4, (Overtime Usage) of SFO No. 5KY0055-B, the hourly overtime usage for the entire space is established as \$21.18 per hour.
17. In accordance with Paragraph 8.9 (Radon in Air) of SFO No. 5KY0055-B, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy, with results forwarded to the Contracting Officer. Any corrective action must be completed within 30 days after tests are completed at no additional cost to the Government. Re-testing is required with results forwarded to the Contracting Officer.
18. All fire and life-safety deficiencies must be corrected prior to occupancy and at no extra cost to the Government, as required by SFO No. 5KY0055-B.
19. All handicapped accessibility deficiencies must be corrected prior to occupancy and at no extra cost to the Government, as required by SFO No. 5KY0055-B.
20. Within five (5) days of lease occupancy, the Lessor shall provide the tenant agency representative (with a copy forwarded to the GSA Government Representative), on site, a copy of the name and phone number of maintenance personnel in order that any cleaning, maintenance, janitorial, etc. problems can be rectified immediately.
21. In accordance with SFO NO. 5KY0055-B, Paragraph 1.14, the Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. The [REDACTED] balance which equates to [REDACTED] is to be paid to the broker as follows: Fifty percent (50%) is due and payable within 30 days after lease award and the remaining fifty percent (50%) is payable at occupancy.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for

INITIALS:


 & 
Lessor Govt

adjusted Monthly Rent:

First Month's Rental Payment of \$40,225.17 minus the prorated Commission Credit of [REDACTED] equals the adjusted First Month's Rent of [REDACTED].

Second Month's Rental Payment of \$40,225.17 minus the prorated Commission Credit of [REDACTED] equals the adjusted Second Month's Rent of [REDACTED].

Third Month's Rental Payment of \$40,225.17 minus the prorated Commission Credit of [REDACTED] equals the adjusted Third Month's Rent of [REDACTED].

INITIALS:  & 
Vaceer Rault