

US GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

JUN 26 1996

LEASE NO.

GS-04B-36031

THIS LEASE, made and entered into this date by and between

ROBERT ALLAN WEINBERG
REVOCABLE TRUST

whose address is

RAW 09B
[REDACTED]

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 7,525 rentable square feet (rsf) of office and related space, consisting of 7525 rsf on the ground floor, as shown on the attached floor plan, in the One Nova Center building, located at 921 North Nova Road, Holly Hill, Volusia County, Florida 32174-4340,

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

November 1, 1996 through October 31, 2006, subject to termination and renewal rights as may be hereinafter 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 POSF *</u>	<u>MONTHLY RATE</u>
11/01/96 through 10/31/06	\$89,250.00	\$14.00	\$7,437.50

* The rate per occupiable square foot (POSF) is determined by dividing the total annual rental by the occupiable square footage set forth in Paragraph 9.

4. The Government may terminate this lease, in whole or in part, at any time on or after November 1, 2001, 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 day 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 POSE</u>	<u>MONTHLY RATE</u>
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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.

RAW 09B

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 occupiable square foot (POSF) as noted in Paragraph 9 above, in accordance with Clause 26 (PAYMENT), GSA form 3517, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum occupiable square footage 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:

ROBERT ALLAN WEINBERG REVOCABLE TRUST



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) MFL95065, and Addenda Nos. 1 through 3.
- B. Buildout in accordance with Solicitation for Offers MFL95065, and Addenda Nos. 1 through 3. Government space layouts to be furnished within 90 days of award or the lease effective date identified under Paragraph 2, whichever is later. Lease term to be effective on date of occupancy, if different from Paragraph 2.
- C. Deviations to the approved space layouts furnished by GSA to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
- D. Lessor shall provide 30 reserved outside parking spaces at no additional cost to the Government, in accordance with SFO MFL95065

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

- A. Solicitation for Offers MFL95065 and Addenda Nos. 1 through 3
- B. GSA Form 3518 entitled Representations and Certification (Rev. 3/96).
- C. GSA Form 3517 entitled General Clauses (Rev. 3/96).
- D. Floorplan, titled Proposal Floorplan IRS & SCORE Offices dated March 4, 1996.

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

LESSOR

ROBERT ALLAN WEINBERG REVOCABLE TRUST

BY ROBERT A. WEINBERG
Owner, Title

[Signature]
(Signature)

IN THE PRESENCE OF:

Mary M. Shields
(Signature)

955-A Orange Ave, Daytona Beach FL 32114
(Address)

UNITED STATES OF AMERICA

BY Danny J. Butler
(Signature)

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official title)

[Handwritten initials]

9. The premises described in Paragraph 1 of this Standard Form 2 shall contain 6,375 occupiable square feet (OSF) of office and related space, consisting of 6,375 osf on the ground floor of the One Nova Center Building.

10. In accordance with Paragraph 3.1 (Unit Costs for Adjustment), unit prices are established as follows:

Partitions:

C/H STC 45, lf
C/H STC 40, lf
S/S STC 45, lf

S/S wire mesh, lf
Floor duplex, ea.
Wall duplex, ea.
Floor quadraplex, ea.
Wall quadraplex, ea.
Floor phone, ea.
Wall phone, ea.

Doors:

Solid Core Interior, ea.
Tele-power pole, ea.
Ded. Clean Computer Receptacle, ea.
26 oz Broadloom Carpet, psy
Resilient flooring, sf
Chair rail, lf

11. In accordance with Paragraph 3.10 (Common Area Factor), the common area factor (CAF) is established as 0.22.

12. In accordance with Paragraph 3.6 (Operating Costs), the escalation base is established as \$5.02 per occupiable square foot.

13. In accordance with Paragraph 3.4 (Tax Adjustment), the percentage of Government occupancy is established as 82.0%. (Based on Government occupancy of 6,375 sq. ft. and total building area of 7,777 sq. ft.) 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 occupiable square footage stated in the SFO, and in accordance with GSAF 3517, GENERAL CLAUSES.

14. In accordance with Paragraph 3.13 (Adjustment for Vacant Premises), the adjustment is established as \$2.92 (rental reduction) per occupiable square foot.

15. In accordance with Paragraph 7.3, (Overtime Usage), the rate for overtime usage is established as \$4.25 per hour for the entire space except for the Main Distribution Frame (MDF) Room.

16. The following items as specified in SFO MFL95065 and the Special Requirements, are to be provided by the Lessor. Upon completion, inspection and acceptance by the Government, and receipt of Lessor-furnished invoice, the Lessor will be reimbursed by a lump-sum payment, in accordance with GSAF 3517, GENERAL CLAUSES. Reimbursement will be based on actual quantity of each item newly provided and installed and the unit price.

Add'l Cost for C/H vs S/S Partitioning, STC 45, plf.	
24" W X 36" H Observation Window, ea.	

INITIALS: APW & QJB
Lessor Gov't

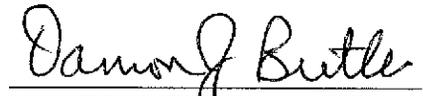
✓	9 Gauge Extruded Wire Mesh, psf.	
	Key Operated Deadbolt Lock w/1 inch throw,ea.	
	36 inch W X 3/4 inch thick FORMICA or equal laminate shelf,plf.	
✓	Taxpayer Service Counter,ea.	
	Push Bar Panic Hardware to fit a 3'0" W X 6' 8" H Interior Door, ea.	
	Drainage Line to connect to drainage source,plf.	
	Water Supply Line to connect to water source,plf.	
	Stainless Steel Sink with Floor Cabinet, ea.	
	Group II Vinyl Wallcovering, psf.	
	5-20R NEMA type Dedicated Duplex Outlet, ea.	
✓	UNICAN SIMPLEX L1000 Passage Set Function or equal Lock,ea.	
✓	120V/20A Dedicated Duplex Outlet with separate neutrals, ea.	
	Ground Fault Interrupt Duplex Outlet, ea.	
✓	24" W X 30" H X 3/4" thick door mounted tempered glass insert, ea.	
✓	8'1" W X 8"H X 3/4 thick sheet of fire retardant treated plywood.	
	TOTAL	

17. In accordance with Section II, if the Government chooses to operate the HVAC in the listed room(s) 24 hours a day, 7 days a week, the following costs will apply:

Additional annual cost to run Main Distribution Frame (MDF) Room HVAC \$3,321.50

*****NOTHING*FOLLOWS*****


LESSOR SIGNATURE


GOVERNMENT SIGNATURE

INITIALS: _____ & 
Lessor Govt