

**US GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE

1/16/09

LEASE NO. GS-04B- 48805

THIS LEASE, made and entered into this date by and between **BSHI Owner LLC**

Whose address is **c/o Eola Capital LLC, agent for BSHI Owner LLC, One Independent Drive, Suite 1850
Jacksonville, FL 32202**

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 8,647 Rentable Sq.ft. (RSF) of office and related space, consisting of 7,470 ANSII/BOMA Office Sq.Ft. (ABOASF), Buschwood Park I, Suite 230, 3550 West Busch Blvd., Hillsborough County, Tampa, FL 33618

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

January 1, 2010

through

December 31, 2019

, 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 per RSF¹</u>	<u>RATE per ABOASF²</u>	<u>MONTHLY RATE</u>
1/1/10 – 12/31/14	\$267,105.83	\$30.89	\$35.755	\$22,258.82
1/1/15 – 12/31/19	\$240,300.13	\$27.79	\$32.17	\$20,025.01

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 1/1/15, 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 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 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 usable 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:

BSHI Owner LLC
c/o Eola Capital LLC, agent for BSHI Owner LLC
One Independent Drive, Suite 1850
Jacksonville, FL 32202

- 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) 7FL2014 dated 2/27/08 as amended June 10, 2009.
 - B. Buildout in accordance with Solicitation for Offers 7FL2014. Government design intents drawings will be furnished within thirty (30) calendar days subsequent to lease award. All tenant alterations to be completed within sixty (60) calendar days from receipt of the Government's notice to proceed for tenant improvements or the lease effective date identified under Paragraph 2, whichever is later. Lease term to be effective and rental to begin 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 ensure at least 9 reserved parking spaces plus 5 additional surface non-reserved spaces are available in accordance with SFO 7FL2014 at no additional cost to the Government.

- 8. The following are attached and made a part hereof:
 - A. Solicitation for Offers 7FL2014 dated 2/27/08 as amended on 6/10/09
 - B. GSA Form 3517 entitled General Clauses (Rev. 07/05).
 - C. GSA Form 3518 entitled Representations and Certifications (Rev. 01/07).
 - D. Floor plan is hereby included by reference
 - E. Broker's Commission Agreement by reference

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

LESSOR: BSHI Owner LLC

BY Henry F. Pratt III
Authorized Official

[Signature]
(Signature)

IN THE PRESENCE OF:

[Signature]
(Signature)



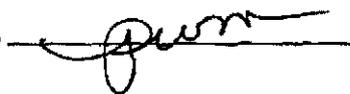
UNITED STATES OF AMERICA

BY Pamela W. Murphy
(Signature)

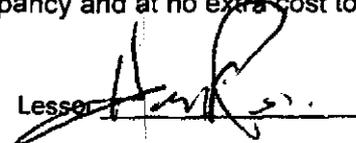
PAMELA MURPHY, CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official title)

9. The premises described in Paragraph 1 of this Standard Form 2 shall contain 7,470 ABOASF of office and related space, as identified in SFO 7FL2014.
10. The rent rate in paragraph 3 of the SF2 (lease) for the period 1/1/10 through 12/31/14 includes all Tenant Improvements which are \$49,4487 ABOASF. Of this amount, the first \$79,182.00 ($\$10.60 \times 7,470$ OSF) is being provided by the Lessor at no cost to the Government. The remaining \$38,8487 ($\times 7,470$) ABOASF (\$290,199.79) is amortized at 8% over 5 years. The T/I will be used to construct the interior space in accordance with the approved Design Intent Drawings (DID's) provided by the Government. If the T/I cost exceeds \$49,4487 ABOASF (for up to 7,470 ABOASF, 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 \$38,8487 ABOASF (the portion amortized) is not used, the Government will adjust the rental rate downward to off-set the difference in the T/I. The Lessor understands, in lieu of Cost and Pricing Data, each of his sub- contractors shall solicit two (2) bids for work to be completed as a part of the initial tenant alterations. No shell items are to be included. In accordance with the Rate Structure, Attachment '1', the shell cost is established as \$18,645 ABOASF/\$16.10 RSF. In accordance with the Rate Structure, Attachment '1', the amortized portion of the T/I allowance is established as \$9.45 ABOASF / \$8.17 RSF (based on \$38,8487 ABOASF). In accordance with the Rate Structure, Attachment '1', the operating adjustment base is established as \$7.66 ABOASF / \$6.62 RSF and will be adjusted by the annual CPI per the SFO.
11. In accordance with Paragraph 3.13 (Adjustment for Vacant Premises), the adjustment is established as \$1.58 per ABOASF /\$1.37 PRSF(rental reduction).
12. In accordance with Paragraph 3.4 (Tax Adjustment), the percentage of Government occupancy is established as 10.4% (based on 83,142 RSF and the Government's occupancy of 8,647 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 3517, GENERAL CLAUSES.
13. In accordance with Paragraph 3.6 (Operating Costs), the escalation base is established as \$7.66 ABOASF / \$6.62 RSF and will be adjusted by the annual CPI per the SFO.
14. In accordance with Paragraph 3.9 (Common Area Factor), the common area factor (CAF) is established as 15.75% based on 8,647 RSF and 7,470 ABOASF
15. In accordance with Paragraph 7.3, (Overtime Usage), the hourly rate for overtime usage is established as \$35.00 per hour. HVAC will be provided from 7:00 am – 6:00 pm Monday through Friday and 8:00 am through 1:00 pm on Saturdays without overtime charges. These are the building's standard hours of operation.
16. In accordance with Paragraph 8.8 (Radon in Air) and Paragraph 8.9 (Radon in Water), a Radon Certification must be furnished within 30 days after award. Any corrective action must be completed within 30 days after tests are completed at no additional cost to the Government. Re-testing is required and results forwarded to the Contracting Officer.
17. All fire and life safety deficiencies must be corrected prior to occupancy and at no extra cost to the Government.
18. All handicapped accessibility deficiencies must be corrected prior to occupancy and at no extra cost to the Government.

GSA



Lessor



- 19. During the tenant improvement buildout, the Lessor will redirect any or all HVAC ductwork to achieve temperatures for heat and air throughout the leased space in accordance with the lease (including the Solicitation for Offers) as a part of the shell buildout. This will including redistribution of thermostats, if required and perform any other action necessary to achieve desired results concerning HVAC temperatures throughout the space. Subsequent to the completion of construction and the agency's move within the space, the Lessor will provide, at Lessor's Cost, a Test and Balance Report showing the HVAC is balanced and working properly.
- 20. The Lessor is responsible for moving the agency offices within the space during the construction. The notice to proceed and the pre-construction meeting will be done simultaneously. At the pre-construction meeting, the plan for relocating the agency during the move will be finalized. The Lessor has agreed to move the agency within the space and construct the alterations with minimal disruption to the agency's daily business. Prior to the beginning of construction there will be a written plan of action agreed upon by both Government and Lessor on how the move(s) will take place during construction.
- 21. In accordance with the SOLICITATION FOR OFFERS 7FL2014, Paragraph 1.13, "Broker Commission and the "Commission Credit" paragraph, the Broker has agreed to forego [redacted] of the [redacted] commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The total amount of the commission is [redacted]. The amount of the Broker's fee is [redacted]. Lessor has agreed to pay [redacted] of "free rental" to the Government in lieu of a "Commission Credit". The Government's "free rental" is based on [redacted] and the Broker's commission is based on [redacted] for a total of [redacted] for this project. The amount of [redacted] will be deducted from the shell portion of the rent until it has been refunded to the Government. This free rental adjustment will remain constant regardless of the measurement of space. The [redacted] less [redacted] already paid by Buschwood III totals [redacted] which is due and payable to the Broker 50% within 30 days of lease award (full execution of this lease) and 50% upon lease commencement.

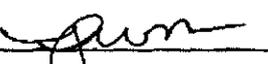
NOTE: Notwithstanding Paragraph 3 of this SLA1, the shell rental payments due and owing under this lease shall be reduced per the schedule below to fully recapture the free rental cited in section 21 (or, "in the preceding paragraph") of this SF-2, in lieu of the Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$22,258.82 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent.

Second Month's Rental Payment \$22,258.82 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent.

Third Month's Rental Payment \$22,258.82 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Third Month's Rent.

- 22. Within five (5) days of 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 taken care of immediately.

GSA 
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Lessor 