

STANDARD FORM 2
GENERAL SERVICES
ADMINISTRATION

US GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE:

6/1/10

LEASE NO. GS-04B-50814

THIS LEASE, made and entered into this date by and between J.P. Group, Inc.

Whose address is 4460 Camino Real Way
Fort Myers, Florida 33966-1050

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 10,240 Rentable Square Feet (RSF) of office and related space (8,904 ANSI/BOMA Office Area Square Feet (OASF) on the 1st floor of a building located at 3614 3rd Street West, Manatee County, Bradenton, FL 34205-8926. Total of sixty (60) on-site parking spaces to be provided at no extra cost to the Government of which twelve (12) spaces are to be secured."

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 7, 2011 to July 6, 2026, 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 RSF</u>	<u>RATE per OASF</u>	<u>MONTHLY RATE</u>
7/7/2011 – 9/6/2011*	\$0.00	\$0.00	\$0.00	\$0.00
9/7/2011 – 7/6/2012	\$366,305.28	\$35.7720	\$41.1393	\$30,525.44
7/7/2012 – 7/6/2021	\$366,305.28	\$35.7720	\$41.1393	\$30,525.44
7/7/2021 – 7/6/2026	\$310,343.68	\$30.3070	\$34.8544	\$25,861.97

1. The rate per rentable square foot (RSF) and OASF is determined by dividing the total annual rental by the RSF and OASF.
2. *The Lessor has agreed to provide two (2) months free rental (shell, operating and TIA) for a total of \$61,050.88 (calculated at 2 x \$30,525.44). Full rental will commence on the 3rd month.
3. The above annual rent is inclusive of the annual operating rental rate indicated in Paragraph 13 of this lease contract.

"4. The Government may terminate this lease, in whole or in part, at any time on or after 7/7/2021 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:

~~DELETED~~

~~DELETED~~

~~DELETED~~

~~DELETED~~

~~DELETED~~

"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 OASF as noted in Paragraph 3 above, in accordance with Clause 22 (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:

J.P. Group, Inc.
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- "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) 7FL2167.
 - B. Buildout in accordance with Solicitation for Offers 7FL2167. The Government will provide design intent drawings to the Lessor within thirty (30) working days subsequent to lease award. All tenant alterations to be completed within ninety (90) working 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."

- "8. The following are attached and made a part hereof:
- A. Solicitation for Offers 7FL2167 dated 8/14/09, Addendum No. 1 dated 12/18/09
 - B. Special Requirements for [REDACTED], Bradenton, Florida dated 2/1/09
 - C. GSA Form 3517 entitled General Clauses (Rev. 11/05).
 - D. GSA Form 3518 entitled Representations and Certifications (Rev. 01/07).
 - E. Floor plans, titled Attachment "A", by reference.
 - F. Site plans, titled Attachment "B", by reference
 - G. Davis Bacon Labor Wage Rates."

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

LESSOR: J.P. Group, Inc.

BY JEFFREY P. GANOTE, PRESIDENT

[Signature] 4/27/10
(Signature and Date)

IN THE PRESENCE OF:

[Signature]
(Signature)

[REDACTED]
(Address)

UNITED STATES OF AMERICA:

BY Pamela W. Murphy
(Signature)

GENERAL SERVICES ADMINISTRATION
Pamela W. Murphy, Contracting Officer

"9. The rent rate in paragraph 3, the Tenant Improvement Allowance (TI) provided in the lease is \$37,45476 or \$333,497.18 amortized at an interest rate of 5.95 % over 120 months for a rate of \$4,9786 OASF. A total of \$333,497.18 of tenant allowance is to be provided to the tenant agency. However, \$7,388.24 (\$3,694.12 x 2 months) of free TIA is being provided. Therefore, \$326,108.94 (\$333,497.18 minus \$7,388.24) will be amortized for 118 months. The T/I will be used to construct the interior space in accordance with the approved Design Intent Drawings provided by the Government. If the T/I cost exceeds \$37,45476 OASF (for up to 8,904 OASF) or \$333,497.18, 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 \$4,9786 OASF or \$333,497.18 is not used, the Government will adjust the rental rate downward to off-set the difference in the tenant improvement. Building Specific Security cost is \$1,3063 OASF or \$87,502.01 amortized at an interest rate of 5.95 % over 10 years (120 months). The Lessor understands, in lieu of Cost and Pricing Data, each of his sub-contractors shall solicit three (2) bids for work completed as a part of the initial tenant alterations, e.g., for electrical, plumbing, etc. The lowest responsive bid will be accepted."

"10. In accordance with Paragraph 4.4 (Adjustment for Vacant Premises), the adjustment is established as \$3.25 OASF (rental reduction) if the Government vacates space prior to expiration of the term of the lease."

"11. In accordance with Paragraph 4.2 (Tax Adjustment), the percentage of Government Occupancy is established as 100. Sole tenant in the building, (Based on Government occupancy of 10,240 rentable square feet and total building area of 11,807 rentable square feet with the additional space provided at no additional charge to the tenant). 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 OASF stated in the SFO, and in accordance with GSA Form 3517, GENERAL CLAUSES."

"12. In accordance with Paragraph 4.1(C) (Common Area Factor), the common area factor (CAF) is established as 15% rounded based on 8,904 ANSI/BOMA Office Area Square Feet (OASF) and 10,240 rentable square feet"

"13. In accordance with Paragraph 4.3 (Operating Costs), the escalation base is established as \$7.4488 POASF (\$6.4770PRSF) or \$66,324.23."

"14. In accordance with Paragraph 4.6 (Overtime Usage), it is established that the overtime charge will be \$28.50 per hour for HVAC and electrical overtime usage. Specific areas requiring 24 hour overtime usage for HVAC (i.e. LANS, etc.) as identified in the lease will be charged at a rate of \$9.00 per hour per 100 Rentable Square feet."

"15. The Hours of Operation are established to be 7:00am to 5:00pm, Monday – Friday."

"16. In accordance with the SFO and SFO Addendum No. 1 dated 12/18/09, the building will meet LEED-CI standards and at completion of LEED® documentation and receipt of final certification, the Offeror must provide the Government two electronic copies on compact disks of all documentation submitted to USGBC with certification provided to the Government."

"17. In accordance with Paragraph 6.1 (Accessibility), the leased space including restrooms and elevators will meet Architectural Barriers Act Accessibility Standard (ABAAS)."

"18. In accordance with Paragraph 9.7 (Radon in Air) and Paragraph 9.8 (Radon in Water), a Radon Certification must be furnished within 150 days after award. Any corrective action must be completed within 30 days after tests are completed at no additional costs to the Government. If re-testing is required, results shall be forwarded to the General Services Administration Contracting Officer."

"19. In accordance with Paragraph 10.29 (SECURITY DESIGN CRITERIA: [REDACTED] (BUILDING SHELL), the Lessor will submit to the Contracting Officer evidence of compliance from a licensed engineer prior to occupancy and commencement of the lease. This is a shell cost, included in the rental rate, for all windows of the leased space."

"20. Lessor will provide approximately fifteen hundred sixty seven (1567) square feet of leased space in addition to the 10,240 Rentable Square Feet required by SFO 7FL2167. This additional space will be at no additional charge to the Government, to be used at the sole discretion of the tenant."

"21. In accordance with the SOLICITATION FOR OFFERS 7FL2167, Paragraph 2.7 the Lessor and the Broker have agreed to a SFO 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

INITIALS:  & 
Lessor Gov't

"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 OASF as noted in Paragraph 3 above, in accordance with Clause 22 (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:

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(Signature and Date)

IN THE PRESENCE OF:

[Signature]
(Signature)

[REDACTED]
(Address)

UNITED STATES OF AMERICA:

BY Pamela W. Murphy
(Signature)

GENERAL SERVICES ADMINISTRATION
Pamela W. Murphy, Contracting Officer

Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this

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lease transaction ("Commission Credit"). The Commission Credit is [REDACTED] per month rounded, for three (3) months of the lease. The Lessor agrees to pay the Commission less the Commission Credit, [REDACTED], to the Broker in accordance with the Broker Commission and Commission Credit" paragraph in the SFO and forming a part of this lease.

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 third month of the rental payments since first two months are free and continue as indicated in this schedule for adjusted Monthly Rent:

Third Month's Rental Payment \$30,525.44 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent;

Fourth Month's Rental Payment \$30,525.44 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent;

Fifth Month's Rental Payment \$30,525.44 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's Rent"

INITIALS:  & 
Lessor Gov't