

**US GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE:

8/3/10

LEASE NO. GS-04B-50827

THIS LEASE, made and entered into this date by and between **Carrollwood Crossing, LLC**

whose address is

**C/O Brad Luger
4308 Robin Lane
Tampa, FL 33609-3839**

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 14,329 rentable (12,460 ANSI/BOMA office area) square feet of office and related space and located at 4014 Gunn Highway, Tampa, Hillsborough County, Florida 33618-8724

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 a term of ten (10) years commencing on the next business day, excluding Saturdays, Sundays and Federal Holidays, following the Delivery of the Leased Premises in full compliance with the terms and conditions of Paragraph 3.10 (I) hereof (the "Commencement Date"), and ending ten (10) years thereafter, unless extended as provided herein or as may be allowed at law or in equity (the "Lease Term"). Upon actual determination of the Commencement Date, and consequently the Lease Term, the Lessor and the Government shall confirm in writing the Commencement Date and the Termination Date of the Lease and the Government's acceptance of the Leased Premises by execution and delivery of a Supplemental Lease Agreement.

3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows: See Page 3. Paragraph 9.

<u>TERM</u>	<u>ANNUAL TOTAL RENT</u>	<u>RATE Per RSF¹</u>	<u>ANNUAL SHELL RENT</u>	<u>ANNUAL OPERATING EXPENSE</u>	<u>ANNUAL TENANT IMPROVEMENT</u>
Years 1 - 5	\$293,960.48	\$20.52	\$128,817.71	\$76,946.73	\$88,196.04
Years 6 - 10	\$243,593.00	\$17.00	\$166,646.27	\$76,946.73	\$0

Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rent by the rentable square footage set forth in paragraph 1 above.

Note 2. The rate per rentable square foot does not include CPI escalations.

Note 3. Rent for a lesser period shall be prorated. Rent shall be made payable to:

Carrollwood Crossing, LLC
PO Box 440668
Kennesaw, GA 30160-9512

Initials: HL & WAS
Lessor Government

4. The Government may terminate this lease, in whole or in part, at any time on or after the fifth (5th) year, 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. 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) 9FL2367
- B. Build-out in full compliance with Solicitation for Offers 9FL2367. All tenant alterations shall be completed within 120 days from receipt of GSA-approved working/construction drawings. Lease commencement date shall be established upon acceptance by the Government via a Supplemental Lease Agreement.
- C. Deviations to the GSA-approved working/construction drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
- D. Lessor shall provide at least forty nine (49) parking spaces for Employee/Visitor Use or Official Government Vehicles at no additional cost to the Government for parking in accordance with SFO 9FL2367. Lessor shall also provide fifteen (15) reserved parking spaces on-site, which is included in the total 49 spaces.

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

- A. Solicitation for Offers 9FL2367,
- B. GSA Form 1217 entitled Lessor's Annual Cost Statement
- C. GSA Form 3517B entitled General Clauses,
- D. Form 3518 entitled Representations and Certification,
- E. SFO 9FL2367, Floor Plan Layout per plans submitted,

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

LESSOR: Carrollwood Crossing, LLC

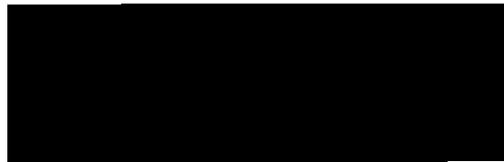
BY




Signature

IN THE PRESENCE OF:


(Signature)



UNITED STATES OF AMERICA

BY


(Signature)

MICHAEL S. ELLIS, CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official title)

7. In accordance with the SOLICITATION FOR OFFERS 9FL2367, Paragraph 2.8 (Measurement of Space), the common area factor (CAF) is established as 1.15.
8. In accordance with SOLICITATION FOR OFFERS 9FL2367, Paragraph 2.9 (Tax Adjustment), the percentage of Government occupancy is established as 17.84% (Based on Government occupancy of 14,329 rentable square feet and total building area of 80,306 rentable square feet).
9. In accordance with the SOLICITATION FOR OFFERS 9FL2367, Paragraph 2.10 (Operating Costs), the base cost of services is established at \$76,946.73 or \$5.37 per rentable square foot.
10. In accordance with the SOLICITATION FOR OFFERS 9FL2367, Paragraph 2.11 (Adjustment for Vacant Premises), the rental rate reduction is established as \$3.00 per ANSI/BOMA office area square foot.
12. In accordance with SOLICITATION FOR OFFERS 9FL2367, Paragraph 2.13 (Overtime Usage), the hourly rate for overtime usage shall be \$42.00 per hour. Normal hours of operation are established as 8:00am to 6:00pm, Monday through Friday and Saturday, 8am -1pm.
13. The Tenant Improvement Allowance (TI) provided in the lease is \$30.5109 PABOASF rounded or \$380,165.81 amortized at an interest rate of 6.00% over 5 years (\$6.16 PRSF, \$7.08 POASF).
14. Radon Certification must be furnished within 30 days after occupancy. 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.
15. Any deviation from the GSA-approved working/construction drawings or tenant alterations requires approval by the GSA Contracting Officer. Should the Lessor make changes without approval, the Government will not be responsible for the cost of those changes and Lessor will not be reimbursed.
16. Notices to the Lessor to be sent to:

**Carrollwood Crossing
C/O Taylor Mathisof Florida, LLC
4010 Boy Scout Blvd
Suite 160
Tampa, FL 33607-5728**



LESSOR, Carrollwood Crossing, LLC



MICHAEL S. ELLIS, CONTRACTING OFFICER