

**US GOVERNMENT  
LEASE FOR REAL PROPERTY**

DATE OF LEASE

12/27/10

LEASE NO. GS-04B-50847

THIS LEASE, made and entered into this date by and between **Venice Plaza Shopping Center, Ltd.**

Whose address is **c/o Primerica Group One, Inc.  
3629 Madaca Lane  
Tampa, FL 33618-2048**

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:

- The Lessor hereby leases to the Government the following described premises:  
A total of 8,400 Rentable Square Feet (RSF) of contiguous office and related space, consisting of 7,348 ANSI/BOMA Office Area Square Feet (ABOASF) to be located on the 1<sup>st</sup> floor of the building known as Venice Commons Shopping Center, 1435 E Venice Avenue, Venice, FL 34292-3197, in addition to thirty-seven (37) parking spaces within a two-block radius.

to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION

- TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on Month 1 through Month 120 subject to

termination and renewal rights as may be hereafter set forth.

- 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<sup>1</sup></u>	<u>RATE per ABOASF<sup>2</sup></u>	<u>MONTHLY RATE</u>
Month 1 – Month 60	\$258,132.00	\$30.73	\$35.13	\$21,511.00
Month 61 – Month 120	\$191,268.00	\$22.77	\$26.03	\$15,939.00

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.

- The Government may terminate this lease, in whole or in part, at any time on or after Month 60, 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 date of mailing.

- ~~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>
<del>DELETED</del>	<del>DELETED</del>	<del>DELETED</del>	<del>DELETED</del>	<del>DELETED</del>

~~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.~~

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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:

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c/o Primerica Group One, Inc.  
3629 Madaca Lane  
Tampa, FL 33618-2048

- 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. 9FL2151.
  - B. Buildout in accordance with Solicitation for Offers 9FL2151. Construction Drawings (CDs) shall be prepared by the Lessor and due to the Government within thirty (30) working days subsequent to receipt of Government approved Design Intent Drawings (DIDs). All tenant alterations are to be completed within forty-five (45) 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. Lessor shall provide thirty-seven (37) parking spaces within a two-block radius of the building, at no additional cost to the Government.

- 8. The following are attached and made a part hereof:
  - A. Solicitation for Offers 9FL2151.
  - B. [REDACTED] - Atlanta Region - Office Space Specifications & Requirements - Venice, FL - February 19, 2009
  - C. GSA Form 3517B entitled General Clauses (Rev. 06/08).
  - D. GSA Form 3518 entitled Representations and Certifications (Rev. 1/07).
  - E. Exhibit A: Floor Plan.

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

LESSOR: Venice Plaza Shopping Center, Ltd.

BY Richard L. Trzcinski  
(Authorized Signature)

[Signature]  
(Signature)

IN THE PRESENCE OF:  
Carol Smiddy  
(Signature)

3629 Madaca Lane, Tampa, FL 33618  
(Address)

UNITED STATES OF AMERICA  
BY [Signature]  
(Signature)

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

9. The premises described in Paragraph 1 of this Standard Form 2 shall contain 7,348 ABOASF of office and related space, as identified in SFO 9FL2151.
10. The rental rate in Paragraph 3 for the period Month 1 through Month 60 includes all Tenant Improvements. In accordance with Paragraph 3.2 of SFO 9FL2151, the Tenant Improvement allowance (T/I) provided in the lease is \$37.45 per ABOASF, or a total of \$275,182.60 amortized at an interest rate of 6% over five (5) years yielding an annual cost of \$63,840.61 at a rate of \$8.69 per ABOASF (\$7.60 per RSF). The T/I will be used to construct the interior space in accordance with the approved Design Intent Drawings. If the T/I cost exceeds \$37.45 per ABOASF (for up to 7,348 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 \$37.45 per ABOASF 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, his contractor or each of his sub-contractors shall solicit three (3) 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. This does not apply to the shell build-out.
11. In accordance with Paragraph 1.12 (Building Shell Requirements) of SFO No. 9FL2151, the annual shell rent is established as \$139,833.45 yielding \$19.03 per ABOASF (\$16.65 per RSF) which is inclusive of the rental rate in Paragraph 3 for the period Month 1 through Month 60. The annual shell rent for Months 61 through Month 120 is established as \$136,810.06 yielding \$18.62 per ABOASF (\$16.29 per RSF) which is inclusive of the rental rate in Paragraph 3 for the period Month 1 through Month 60.
12. In accordance with Paragraph 4.2 (Tax Adjustment) of SFO No. 9FL2151, the percentage of Government occupancy is established as 14.29% (based on total building area of 85,000 RSF and the Government's occupancy of approximately 8,400 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 4.3 (Operating Costs) of SFO No. 9FL2151, the annual operating rent is established as \$54,457.94 yielding an escalation base of \$7.41 per ABOASF (\$6.48 per RSF) which is inclusive of the rental rate in Paragraph 3 for the period Month 1 through Month 120.
14. In accordance with Paragraph 4.1 (Measurement of Space) of SFO No. 9FL2151, the common area factor (CAF) is established as 14.32% or 1.432, based on 8,400 RSF and 7,348 ABOASF.

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15. In accordance with Paragraph 4.4 (Adjustment for Vacant Premises) of SFO No. 9FL2151, the rental rate reduction is established as \$0.00 per ABOASF.
16. In accordance with Paragraph 5.13 (Waiver of Restoration) of SFO No. 9FL2151, the Lessor hereby waives all restoration rights.
17. In accordance with Paragraph 4.6, (Overtime Usage) of SFO No. 9FL2151, the hourly overtime usage for the entire space is established as \$0.00 per hour.
18. Any deviation from approved construction plans or tenant alterations require approval by the Contracting Officer or Contracting Officer's Designee. Should Lessor make changes without approval the Government will not be responsible for the cost of those changes and Lessor will not be reimbursed.
19. All fire and life-safety deficiencies must be corrected prior to occupancy and at no extra cost to the Government, including but not limited to the following as required by SFO No. 9FL2151.
  - A. Provision of emergency illumination in corridors, stairways and office space.
  - B. Provision of exit lights in corridors.
  - C. Provision of (2) exits on each floor occupied by the Government.
  - D. Provision of a fire extinguisher near every exit.
20. All handicapped accessibility deficiencies must be corrected prior to occupancy and at no extra cost to the Government, including but not limited to the following as required by SFO No. 9FL2151:
  - A. Door Entrances.
  - B. Exit Doors.
  - C. Parking Areas/Curb Cuts.
  - D. Restrooms.
  - E. Width of Exit Doors.
21. 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.
22. In accordance with Paragraph 2.2, the Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] 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

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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: [REDACTED] [REDACTED] is due and payable within 30 days after lease award and the remaining fifty percent [REDACTED] 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 adjusted Monthly Rent:

First Month's Rental Payment of \$21,551.00 minus the prorated Commission Credit of [REDACTED] equals the adjusted First Month's Rent of [REDACTED]

Second Month's Rental Payment of \$21,551.00 minus the prorated Commission Credit of [REDACTED] equals the adjusted Second Month's Rent of [REDACTED]

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