

# U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

6/14/11

LEASE NO.

GS-04B-50848

THIS LEASE, made and entered into this date by and between KIWI INVESTMENTS, LLC

whose address is C/O REAGAN ASSET MANAGEMENT, LLC, 711 SOUTH OSPREY AVENUE, SARASOTA, FL 34236-7852

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 9,761 rentable square feet (RSF) of office and related space, which yields 8,586 ANSI/BOMA Office Area square feet (ABOASF) of space located on the 3<sup>rd</sup> floor of the building located at 2001 Siesta Drive, Sarasota, Florida 34239-5232 (the Premises) to be used for such purposes as determined by the General Services Administration. Included in the rental consideration at no additional cost to the Government are 67 surface parking spaces.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the premises as substantially complete and continuing for ten (10) years, subject to termination and renewal rights as may be hereinafter set forth. The Lessor shall deliver the premises to the Government substantially complete no later than ninety (90) working days from receipt of the construction notice to proceed from the Government.

3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Year	Annual Shell Rate	Annual Base Cost of Services	Annual Amortized Tenant Improvement Allowance	Total Annual Rent	Total Monthly Rent
1-5	\$ 109,713.64	\$ 21,767.03	\$ 74,606.03	\$ 206,086.70	\$ 17,173.89
6-10	\$ 130,504.57	\$ 21,767.03	\$ 0.00	\$ 152,271.60	\$ 12,689.30

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Kiwi Investments, LLC  
2001 Siesta Drive  
Sarasota, FL 34239-5200

The Lessor is a Limited Liability Company and a small business. The Tax identification number is [REDACTED]. The DUNS number is 064428134. The signatory authority for Lessor is Dr. Mark Kauffman, Kiwi Investments, LLC.

4. The Government may terminate this lease in whole or in part at any time after the fifth (5<sup>th</sup>) year by giving at least sixty (60) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:

- A. The sixty-seven (67) parking spaces described in Paragraph 1 and any additional parking spaces that may be required by local code. The attached site plan (Exhibit A) shows the available thirty-eight (38) on-site parking spaces and the additional one hundred eight (108) parking spaces located in the parking lot located across Orchid Street at the corner of East Avenue.

- B. During construction, the Lessor shall provide approximately 4,000 square feet of swing space at no additional cost to the Government. The space known as Suite 2100 located on the 2<sup>nd</sup> floor of 2001 Siesta Drive (Exhibit B) shall be made available to the Government upon approval of the design intent drawings. The Government shall have exclusive use of the swing space during the construction period and shall surrender the space to the Lessor within 10 working days of substantial completion and acceptance of the leased premises or by the Contracting Officer.
- C. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's final construction drawings. Rent is subject to adjustment in accordance with Paragraph 3.3, "Tenant Improvement Rental Adjustment" of the SFO. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 9FL2152 dated August 4, 2010 [as amended] and its attachments.
- D. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
- E. Adequate space for telecommunications antennae and transmission devices in accordance with SFO Paragraph 8.14 entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.
6. The following are attached and made a part hereof:
- Solicitation for Offers Number 9FL2152 dated August 4, 2010 (pages 1-50);
  - ██████████ – Atlanta Region, Office Space Specifications & Requirements for Sarasota, FL dated August 4, 2009 (pages 1-13);
  - Amendment No. 1 dated September 2, 2010 (page 1);
  - GSA Form 3517B entitled GENERAL CLAUSES (Rev.11/05) (pages 1-33);
  - GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev.1/07) (pages 1-7);
  - Floor Plans/Site Plans submitted with SFO 9FL2152;
  - Exhibit A entitled GSA Parking Allocations;
  - Exhibit B entitled Swing Space, Suite 2100 2<sup>nd</sup> Floor 2001 Siesta Drive
7. Rent includes a Tenant Improvement Allowance of \$321,586.57 (8,586 ABOA x \$37.45476) to be amortized through the rent over the firm term of the Lease (60 months) at the rate of six (6%) percent. In accordance with SFO paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.
8. In accordance with SFO paragraph 2.2, *Broker Commission and Commission Credit*, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of ██████████ of this lease ("Commission"). The total amount of the Commission is ██████████. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in SFO Paragraph 2.2, only ██████████ which is ██████████ of the Commission, will be payable to CBRE when the Lease is awarded. The remaining ██████████, which is ██████████ of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing. The rental amount payable 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 until the credit has been fully recaptured.
- First month's rental payment of \$17,173.89 minus the prorated commission credit of ██████████ equals ██████████ (adjusted first month's rent).
- Second month's rental payment of \$17,173.89 minus the prorated commission credit of ██████████ equals ██████████ (adjusted second month's rent).
9. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.13685 (9,761 RSF / 8,586 ABOASF).

10. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 19.4%.
11. In accordance with SFO paragraph 4.3, *Operating Costs Base*, the escalation base is established as \$21,767.03 per annum (\$2.23/RSF).
12. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$0.40 / ABOASF for vacant space (rental reduction).
13. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$25.00 per hour beyond the normal hours of operation of 7:00 AM to 5:00 PM. Areas requiring 24/7 HVAC will be provided at no additional cost to the Government.
14. Cleaning services requiring access to the Government's leased space shall be performed in accordance with SFO paragraph 4.8, *Janitorial Services*.
15. In accordance with SFO paragraph 5.12, *Floor Plans after Occupancy*, the Lessor shall provide Computer-Aided Design (CAD) files of as-built floor plans on CD-ROM as well as hardcopy scaled at 1/8" = 1'-0" to the Contracting Officer within ten (10) days of completion of construction.
16. The Lessor hereby forever and unconditionally waives any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this lease or any extensions.
17. Wherever the words "Offeror" or "successful Offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "solicitation for offers", or "SFO" appear in this lease, they shall be deemed to mean "this lease"; wherever the words "space offered for lease" appear in this lease, they shall be deemed to mean "leased premises."
18. If, during the term of this lease including extensions, title to this property is transferred to another party either by sale, foreclosure, condemnation or other transaction, the Lessor (transferor) shall promptly notify the Contracting Officer of said transfer. The following information shall accompany this notification:
  - A. A certified copy of the deed transferring title to the property from the Lessor to the new owner.
  - B. A letter from the new owner assuming, approving, and agreeing to be bound by the terms of this lease.
  - C. A letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of the transfer.
  - D. The new owner's tax identification number (TIN#) or social security number.
  - E. The new owner's DUNS#
  - F. The new owner's full legal name. If a corporation, indicate the state of incorporation. If a partnership, list all parties fully. If a limited partnership, list all general partners and identify under the laws of which state the limited partnership is created. If a realty trust, give names of all trustees and the recording date of the trust.
  - G. A Novation Agreement.
  - H. The new owner must provide a new GSA Form 3518.

The foregoing information must be received by the fifteenth day of the month in which the transfer of title will be affected. The rent for that month, adjusted in accordance with the effective date of the transfer will be processed to the Lessor. Initial rental payment, including the applicable portion of rent for the month during which the transfer occurred, to the new owner will be processed on the first day of the month following the transfer of title. If the notification of transfer and related information is not received until the sixteenth day of the month (or later), in which the transfer of title will be affected, the full contract rental for that month will be forwarded to the Lessor. In any instance, failure to submit the documentation required for transfer of title will result in a stop payment of rent until such time as all documentation is received by the Contracting Officer.

- 19. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implied, shall be admissible to contradict the provisions of this lease. Wherever there is a conflict between the SF-2 and the SFO, the SF-2 shall take precedence.
- 20. [REDACTED] shall be provided by the Lessor in accordance with SFO paragraph 10.20, [REDACTED] Requirements. The cost is included in the shell rate.

The remainder of this page has been intentionally left blank.

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

LESSOR

SIGNATURE *Mark Kaufman*

NAME OF SIGNER *Mark Kaufman, MD.*

ADDRESS *711 South Osprey Avenue Sarasota, FL 34236*

IN THE PRESENCE OF (SIGNATURE) *David Matthes*

NAME OF SIGNER *David Matthes*

UNITED STATES OF AMERICA

SIGNATURE *[Signature]*

NAME OF SIGNER *Michael S. Ellis*

OFFICIAL TITLE OF SIGNER  
CONTRACTING OFFICER