

GSA BUILDING #: FL330222

DATE OF LEASE:

8/14/09

LEASE NO. GS-04B-

59833

THIS LEASE, made and entered into this date by and between 830 Central, LLC

Whose address is

2340 Drew Street, Suite 300
Clearwater, FL 33765

- 3310 [MT/PP]

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 41,387 Rentable Square Feet (RSF) of office and related space (35,989 ANSI/BOMA Office Area Square Feet (OASF) at 830 and 850 Central Avenue, St. Petersburg, Pinellas County, Florida 33701-3324. One hundred eighty five (185) on site reserved and secured surface parking spaces are to be provided at no extra cost to the Government.

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 September 1, 2010 to August 31, 2025, 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 OASF²</u>	<u>MONTHLY RATE</u>
Years 1 - 10	\$ 1,489,104.26	\$35.98	\$ 41.38	\$ 124,092.02
Years 11 - 15	\$1,319,417.56	\$31.88	\$36.67	\$109,951.46

Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rental by the RSF.

Note 2. The rate per OASF is determined by dividing the total annual rental by the OASF.

4. The Government may terminate this lease, in whole or in part, at any time on or after the tenth lease year by providing the lessor with 60 advance notice in writing. [MT/PP]

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

Initials: [PP] Lessor

[MT/PP] Gov't

6. Rental is subject to the Government's measurement of plans submitted by the Lessor and 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:

Xenia Management Corporation
2340 Drew Street, Suite 300
Clearwater, FL 33765 - 3310] NT/PP
Attn: Peter Politis

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) 8FL2185.
 - B. Buildout in accordance with Solicitation for Offers 8FL2185. Government design intents drawings will be furnished sixty (60) working days from award of the lease to the Lessor. All tenant improvements to be completed within one hundred thirty (130) 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 8FL2185.
 - B. GSA Form 3517 entitled General Clauses (Rev. 11/05).
 - C. GSA Form 3518 entitled Representations and Certifications (Rev. 01/07).
 - D. Commission Agreement dated May 21, 2009.

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

LESSOR: 830 Central, LLC

BY [Signature]
(Signature)

2340 Drew Street, Suite 300, Clearwater, FL 33765
(Address)

IN THE PRESENCE OF:

Hankana la Scaupette
(Signature)

2340 Drew Street, Suite 300 Clearwater FL 33765
(Address)

UNITED STATES OF AMERICA:

BY Milagros L. Toro
(Signature)

GENERAL SERVICES ADMINISTRATION
Milagros (Millie) Toro, Contracting Officer

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9. The rent rate in paragraph 3, the Tenant Improvement Allowance (TI) provided in the lease is \$36.19 OASF rounded or \$1,302,441.91 amortized at an interest rate of 5.5% over 10 years. 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 \$36.19 OASF rounded (for up to 35,989 OASF) or \$1,302,441.91, 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 \$36.19 OASF rounded or \$1,302,441.91 is not used, the Government will adjust the rental rate downward to off-set the difference in the tenant improvement. The Lessor understands, in lieu of Cost and Pricing Data, each of his sub-contractors shall solicit two (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 4.2 (Tax Adjustment), the percentage of Government Occupancy is established as 49% (Based on Government occupancy of 41,387 rentable square feet and total building area of 85,000 rentable square feet. 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.

11. In accordance with Paragraph 4.3 (Operating Costs), ~~the government shall pay annual incremental adjusted rent for changes in operating costs shown on GSA Form 1217, Lessor's Annual Cost Statement, which will be used to determine the base rate for operating costs adjustments. The amount of the adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index as described in Paragraph 4.3 (2).~~ (MT) / PP
is deemed to be \$5.64 per RSF
OR \$6.49 per OASF

12. In accordance with Paragraph 4.1 (Common Area Factor), the common area factor (CAF) is established as 15% rounded based on 35,989 ANSI/BOMA Office Area Square Feet (OASF) and 41,387 rentable square feet.

13. In accordance with Paragraph 4.4 (Adjustment for Vacant Premises), the adjustment is established as \$4.85 OASF (rental reduction) for the space vacated by the Government prior to expiration of the term of the lease. The applicable space must be an area that can be segregated so that services for that space may be terminated. Said reduction shall occur after the Government gives thirty (30) calendar days prior notice to the Lessor and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.

14. In accordance with Paragraph 3.5 (B) (Evidence of Capability to Perform), within five (5) days after lease award, the Lessor shall provide to the Contracting Officer evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. The name of three proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the facility is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

15. Paragraph 1.13 (Labor Standards). Davis-Bacon Act wage rates will apply to all construction work as described in paragraph 1.13.

16. Paragraph 3.15(A) (Construction Schedule and Acceptance of Tenant Improvements). Within ten (10) working days after award of the lease contract, Lessor shall provide a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date. The finalized schedule shall b submitted no later than twenty (20) working days after award.

17. Paragraph 5.16 (Progress Reports). After start of construction, the Lessor shall submit to the GSA Contracting Officer and Government Contractor, written progress reports at intervals of five (5) working days. In addition, the Lessor shall conduct meetings every week to brief Government personnel and/or contractors regarding the progress of design and construction of the Government-demised area. Progress meetings will be conducted via teleconference.

18. In accordance with Paragraph 4.6 (Overtime Usage), it is established to be \$25.00 per hour for the entire leased space for HVAC and electrical overtime usage.

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Lessor Gov't

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- 19. In accordance with Paragraph (Normal Hours), hours of operation are established to be 8:00 a.m. to 6:00 p.m., Monday – Friday.
- 20. In accordance with Paragraph 10.27 (Shatter-Resistant Window Protection Requirements), Lessor shall provide and install wet-glazed or mechanically attached, shatter-resistant material not less than 0.18 millimeters (7 mil) thick on all exterior windows in Government-occupied space.
- 21. LEED®-CI (Leadership in Energy and Environmental Design for Commercial Interiors) requirements are not applicable.
- 22. In accordance with the SOLICITATION FOR OFFERS 8FL2185, Paragraph 2.5, 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 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], [redacted] per month rounded, for two (2) 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 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 first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$124,092.02 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent;

Second Month's Rental Payment \$124,092.02 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent;

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