

US GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: 07/14/08

LEASE NO. GS-04B-47874

THIS LEASE, made and entered into this date by and between **Xenia Management Corporation**

Whose address is 965 South Bayshore Blvd.
Safety Harbor, FL 34695

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 16,195 Rentable Square Feet (RSF) of office and related space, consisting of 14,082 ANSI/BOMA Office Area Square Feet (ABOASF) at NW 12th Avenue & Park Centre Blvd., North Miami, FL as shown on the attached site plan labeled Exhibit A and hereby made a part of this Lease.

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, 2009 through August 31, 2019, 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: See Page 3. Paragraph 9.

TERM	ANNUAL RENT*	RATE Per RSF ¹	RATE Per ABOASF ²	MONTHLY RENT
09/1/09 - 08/31/14	\$650,206.79	\$40.15	\$46.17	\$54,183.90
09/1/14 - 08/31/19	\$524,836.14	\$32.41	\$37.27	\$43,736.35

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

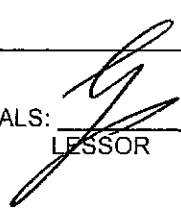
Note 2. The rate per ANSI/BOMA office area square foot (ABOASF) is determined by dividing the total annual rental by the ABOASF office area square footage set forth in Paragraph 1.

4. The Government may terminate this lease, in whole or in part, at any time on or after 8/31/2014, 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:~~

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE PER</u>	<u>MONTHLY RATE</u>
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~~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.~~ *Intentionally Deleted*

INITIALS:  LESSOR

&  GOVT

5. Rental is subject to the Government's measurement of plans submitted by the Lessor and/or a mutual on-site measurement of the space and will be based on the rate, per ANSI/BOMA office area square foot (ABOASF) as noted in Paragraph 3 above, in accordance with Clause 26 (PAYMENT), GSA form 3517, 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:

Xenia Management Corporation

Gregory Politis

965 South Bayshore Boulevard

Safety Harbor, FL 34695

6. 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) 6FL0305.
- B. Build-out in accordance with Solicitation for Offers 6FL0305. The Government shall provide design intent documents within one hundred twenty (120) working days subsequent to lease award. All tenant alterations to be completed within one hundred twenty (120) working days, or sooner, 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 is 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 or Representative.

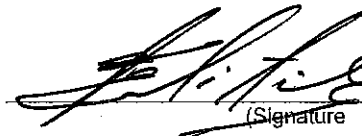
7. The following are attached and made a part hereof:

- A. Solicitation for Offers 6FL0305
- B. GSA Form 3517B entitled General Clauses (Rev. 11/05)
- C. GSA Form 3518 entitled Representations and Certification (Rev. 1/07)
- D. SFO Attachment 1, Rate Structure Sheet
- E. Floor Plan;

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

LESSOR: **Xenia Management Corporation**

BY Gregory Politis


(Signature)

IN THE PRESENCE OF:


(Signature)

965 S. Bayshore Blvd
(Address)
S. HARBOR, FL 34695

UNITED STATES OF AMERICA

BY Milagros R. Toro
(Signature)

MILAGROS TORO, CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official title)

8. The premises described in Paragraph 1 of this Standard Form 2 shall contain 14,082 ABOASF of office and related space, as identified in SOLICITATION FOR OFFERS 6FL0305.
9. The rent rate in paragraph 3 above for the period September 1, 2009 through August 31, 2014 includes all Tenant Improvements. In accordance with Paragraphs 1.10 of SFO 6FL0305, the Tenant Improvement Allowance (T/I) provided in the lease is \$37.45 ABOASF, or \$527,437.93 amortized at an interest rate of 7% over five (5) years. The T/I will be used to construct the interior space in accordance with the Government approved Design Intent Drawings. If the T/I cost exceeds \$527,437.93 ABOASF (for up to 14,082 ABOASF), 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 \$37.45 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, 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.
10. 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.
11. In accordance with SOLICITATION FOR OFFERS 6FL0305, Paragraph 3.4 (Tax Adjustment), the percentage of Government occupancy is established as 100% (Based on Government occupancy of 16,195 RSF and total building area of 16,195 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 SOLICITATION FOR OFFERS 6FL0305, and in accordance with GSAF 3517, GENERAL CLAUSES.
12. In accordance with the SOLICITATION FOR OFFERS 6FL0305, Paragraph 3.6 (Operating Costs Base), are established as \$5.43 ABOASF (\$4.72 RSF).
13. In accordance with the SOLICITATION FOR OFFERS 6FL0305, Paragraph 3.10 (Common Area Factor), the common area factor (CAF) is established as 15%.
14. In accordance with the SOLICITATION FOR OFFERS 6FL0305, Paragraph 3.13 (Adjustment for Vacant Premises), the rental rate reduction is established as \$4.72 per RSF.
15. In accordance with SOLICITATION FOR OFFERS 6FL0305, Paragraph 7.3 (Overtime Usage), the overtime usage for the space is \$20.00 per hour to the Government.
16. In accordance with Paragraph 8.8 (Radon in Air) and Paragraph 8.9 (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 cost to the Government. Re-testing is required and results forwarded to the Contracting Officer.
17. All fire and life safety deficiencies must be corrected prior to occupancy and at no extra cost to the Government as required by SOLICITATION FOR OFFERS 6FL0305.
18. All handicapped accessibility deficiencies must be corrected prior to occupancy at no extra cost to the Government as required by SOLICITATION FOR OFFERS 6FL0305.

INITIALS:  & 
LESSOR GOVT

19. The Lessor and the Broker have agreed to a 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]. 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

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 \$54,183.90 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent

Second Month's Rental Payment \$54,183.90 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent

Third Month's Rental Payment equals \$54,183.90.

20. Within 5 days of occupancy of the leased premises, 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 taken care of immediately.

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