

STANDARD FORM 2  
GENERAL SERVICES  
ADMINISTRATION

US GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:

July 1, 2010

LEASE NO.

LFL 50828

THIS LEASE, made and entered into this date by and between Cub-Can Kid Davidson 8, LLC, a Florida Limited Liability Company.

Whose address is 795 South Broadway  
Bartow, Florida 33830-5602  
Attention: David and Terry Puentes

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 3,596 Rentable Square Feet (RSF) of office and related space (3,127 ANSI/BOMA Office Area Square Feet (OASF) on the 1st floor of a building located at 1620-1666 N. Park Avenue, Bartow, Florida 33830-3105. Total of twenty-two (22) on-site surface parking spaces 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 October 1, 2010 to September 30, 2020, 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 RSF</u>	<u>RATE per OASF</u>	<u>MONTHLY RATE</u>
10/1/2010 - 9/30/2015	\$137,762.76	\$38.31	\$44.06	\$11,480.23
10/1/2015 - 9/30/2020	\$106,873.12	\$29.72	\$34.18	\$8,906.09

1. The rate per rentable square foot (RSF) and OASF is determined by dividing the total annual rental by the RSF and OASF.
2. The above annual rent is inclusive of the annual operating rental rate indicated in Paragraph 12 of this lease contract.

"4. The Government may terminate this lease, in whole or in part, at any time on or after 9/30/2015 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:

**DELETED**

**DELETED**

**DELETED**

**DELETED**

**DELETED"**

INITIALS

*DP* *MT*  
Lessor Gov't

"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 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:

Cub-Can Kid Davidson 8, LLC, a Florida Limited Liability Company  
Attention: David and Terry Puentes  
795 South Broadway  
Bartow, Florida 33830-5602

"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) 8FL2070.
- B. Buildout in accordance with Solicitation for Offers 8FL2070. The Government will provide design intent drawings to the Lessor within ninety (90) working days subsequent to lease award. All tenant alterations to be completed within one hundred twenty (120) 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 8FL2070 dated 3/31/09 (pages 1-52)
- B. Amendment to GSA Form 3517 dated 3/31/09
- C. Space Requirements - Bartow, FL [REDACTED] South East (pages 1-4)
- D. GSA Form 3517 entitled General Clauses (Rev. 11/05) (pages 1-2)
- E. GSA Form 3518 entitled Representations and Certifications (Rev. 01/07) (pages 1-7)
- F. Floor plans, titled Attachment "A", by reference
- G. Elevation and Site plans, titled Attachment "B", by reference."

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

LESSOR: Cub-Can Kid Davidson 8, LLC

BY David R Puentes

[Signature] 6/17/10  
(Signature and Date)

IN THE PRESENCE OF:

[Signature]  
(Signature)

[REDACTED]  
(Address)

UNITED STATES OF AMERICA:

BY [Signature]  
(Signature)

GENERAL SERVICES ADMINISTRATION  
Millie L. Toro, Contracting Officer

- "9. The rent rate in paragraph 3, the Tenant Improvement Allowance (TI) provided in the lease is \$40.57 or \$126,862.39 amortized at an interest rate of 8% over 60 months for a rate of \$9.871359 OASF. A total of \$126,862.39 of tenant allowance is to be 100 provided to the tenant agency. 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 \$40.57 OASF (for up to 3,127 OASF) or \$126,862.39, 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 \$9.871359 OASF or \$126,862.39 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 three (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 SOLICITATION FOR OFFERS 8FL2070, Paragraph 4.1(C) (Common Area Factor), the common area factor (CAF) is established as 15% rounded based on 3,127 ANSI/BOMA Office Area Square Feet (OASF) and 3,596 rentable square feet."
- "11. In accordance with SOLICITATION FOR OFFERS 8FL2070, Paragraph 4.2 (Tax Adjustment), the percentage of Government Occupancy is established as 68% (Based on Government occupancy of 3,596 rentable square feet and total building area of 5,282 rentable square feet with the additional space provided at no additional charge to the tenant). 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."
- "12. In accordance with SOLICITATION FOR OFFERS 8FL2070, Paragraph 4.3 (Operating Costs), the escalation base is established as \$8.10 POASF (\$7.04 PRSF) or \$25,315.88."
- "13. In accordance with SOLICITATION FOR OFFERS 8FL2070, Paragraph 4.4 (Adjustment for Vacant Premises), the adjustment is established as \$4.00 OASF (rental reduction) if the Government vacates space prior to expiration of the term of the lease."
- "14. In accordance with SOLICITATION FOR OFFERS 8FL2070, Paragraph 4.6 (Overtime Usage), it is established that the overtime charge will be \$15.00 per hour for HVAC and electrical overtime usage. No additional charge for areas requiring 24 hour HVAC."
- "15. The Hours of Operation are established to be 6:30am to 4:30pm, Monday – Friday."
- "16. In accordance with SOLICITATION FOR OFFERS 8FL2070, Paragraph 6.1 (Accessibility), the leased space including restrooms and elevators shall meet Architectural Barriers Act Accessibility Standard (ABAAS). Costs for all upgrades is a shell cost, responsibility of the Lessor and included in the rental rate as provided in Paragraph 3 of the lease."
- "17. In accordance with SOLICITATION FOR OFFERS 8FL2070, Paragraph 9.7 (Radon in Air) and Paragraph 9.8 (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 costs to the Government. If re-testing is required, results shall be forwarded to the General Services Administration Contracting Officer."
- "18. In accordance with SOLICITATION FOR OFFERS 8FL2070, Paragraph 10.16 ( [REDACTED] (BUILDING SHELL), the Lessor shall submit to the Contracting Officer evidence of compliance from a licensed engineer prior to occupancy and commencement of the lease. This is a shell cost, included in the rental rate, and applies to all windows of the leased space."
- "19. Paragraph 2.2 SEISMIC SAFETY, SOLICITATION FOR OFFERS 8FL2070, is waived and seismic certification is not required from the Lessor."
- "20. The following shell cost items shall be **completed prior to occupancy**. These costs are included in the rental rate, paragraph 3. The Government will incur no additional costs for these required upgrades. New exterior [REDACTED], new energy efficient windows (non operable), new drywall ceiling (no popcorn), removal of paneling and installation of drywall on interior walls, three (3) bathrooms shall be made ADA compliant--1 mens--1 women--1 shower bath required along with associated plumbing, framing and drywall of the interior walls to meet GSA office layouts, all flooring must be removed and carpet & VCT tile installed, interior load bearing walls will be removed, the layout of the LAN room shall be constructed with its own A/C system, new telephone room, all new interior doors, baseboard for all new electrical to desired location, piping for phone, [REDACTED] and all new lighting throughout the building."

INITIALS:

Lessor

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Gov't

- "21. The minimum nine (9) foot ceiling height requirement, SOLICITATION FOR OFFERS 8FL2070, Paragraph 6.7, is waived."
- "22. Paragraph 4.11 (b), SOLICITATION FOR OFFERS 8FL2070, the emergency generator requirement is waived. The building has electric meters that are separated and shall remain separated as it relates to the generator. The Lessor shall provide a full service lease. "
- "23. In accordance with the SOLICITATION FOR OFFERS 8FL2070, Paragraph 2.7 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] 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 SFO 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 third month of the rental payments since first two months are free and continue as indicated in this schedule for adjusted Monthly Rent:


First Month's Rental Payment \$11,480.23 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$11,480.23 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent."

INITIALS:

  
Lessor

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