

**US GOVERNMENT  
LEASE FOR REAL PROPERTY**

DATE OF LEASE:

5/18/11

LEASE NO. GS-04B-61840

THIS LEASE, made and entered into this date by and between **ASA, LLLP c/o Mr. Robert Atkins Jr.**

whose address is

**2700 Westhall Lane  
Maitland, FL 32751-7476**

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 2,022 rentable (1,821 ANSI/BOMA office area) square feet of office space and located at Suite 210, Westhall Executive Center, 2700 Westhall Lane, Orange County, Maitland, FL 32751-7476,

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 a term of ten (10) years commencing on the next business day, excluding Saturdays, Sundays and Federal Holidays, following the Delivery of the Leased Premises in full compliance with the terms and conditions of Paragraph 5.9 (I) hereof (the "Commencement Date"), and ending ten (10) years thereafter, unless extended as provided herein or as may be allowed at law or in equity (the "Lease Term"). Upon actual determination of the Commencement Date, and consequently the Lease Term, the Lessor and the Government shall confirm in writing the Commencement Date and the Termination Date of the Lease and the Government's acceptance of the Leased Premises by execution and delivery of a Supplemental Lease Agreement.

3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

<u>LEASE YEAR</u>	<u>ANNUAL TOTAL RENT</u>	<u>RATE Per RSF<sup>1</sup></u>	<u>ANNUAL SHELL RENT</u>	<u>ANNUAL<sup>2</sup> OPERATING EXPENSE</u>	<u>ANNUAL TENANT IMPROVEMENT</u>
1 *	\$ 38,418.00	\$ 19.00	\$ 26,548.86	\$ 10,069.56	\$ 1,799.58
2	\$ 39,214.47	\$ 19.39	\$ 27,345.33	\$ 10,069.56	\$ 1,799.58
3	\$ 40,034.83	\$ 19.80	\$ 28,165.69	\$ 10,069.56	\$ 1,799.58
4	\$ 40,879.80	\$ 20.22	\$ 29,010.66	\$ 10,069.56	\$ 1,799.58
5	\$ 41,750.12	\$ 20.65	\$ 29,880.98	\$ 10,069.56	\$ 1,799.58
6	\$ 40,846.97	\$ 20.20	\$ 30,777.41	\$ 10,069.56	
7	\$ 41,770.29	\$ 20.66	\$ 31,700.73	\$ 10,069.56	
8	\$ 42,721.31	\$ 21.13	\$ 32,651.75	\$ 10,069.56	
9	\$ 43,700.86	\$ 21.61	\$ 33,631.30	\$ 10,069.56	
10	\$ 44,709.80	\$ 22.11	\$ 34,640.24	\$ 10,069.56	

• A rent credit shall be deducted from the initial two (2) month's rent payment as per Paragraph 15 below:

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

Note 2. The operating expenses do not include annual allowed increases.

Note 3. Rent for a lesser period shall be prorated. Rent shall be made payable to:

**Robert Atkins, Jr. Managing Member  
ASA, LLLP  
2700 Westhall Lane  
Maitland, FL 32751-7476**

Initials:

Lessor

& Government

4. The Government may terminate this lease, in whole or in part, at any time on or after the fifth (5<sup>th</sup>) year, by giving the Lessor at least ninety (90) 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. 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) 0FL2028
- B. Build-out in full compliance with Solicitation for Offers 0FL2028. All tenant alterations shall be completed within 60 working days from the execution date of this lease. Lease commencement date shall be established upon acceptance by the Government via a Supplemental Lease Agreement.
- C. Deviations to the GSA-approved working/construction drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
- D. Lessor shall provide at least seven (7) spaces for Employee/Visitor Use or Official Government Vehicles at no additional cost to the Government for parking in accordance with SFO 0FL2028.

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

- A. Solicitation for Offers 0FL2028,
- B. Agency Space Requirements
- C. Form 3517b entitled General Clauses,
- D. Form 3518 entitled Representations and Certification,
- E. Suite 210 Floor Plan Layout per plans submitted,

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

LESSOR: ASA, LLLP

BY

Robert B. Atkins Jr.

(Signature)

IN THE PRESENCE OF:

J. Adams  
(Signature)

Joel H. Marks III

2700 Westhall Lane #140  
MAITLAND, FL 32751  
(Address)

UNITED STATES OF AMERICA

BY

[Signature]  
(Signature)

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

7. In accordance with the SOLICITATION FOR OFFERS 0FL2028, Paragraph 4.1 (Measurement of Space), the common area factor (CAF) is established as 1.1102.

8. In accordance with SOLICITATION FOR OFFERS 0FL2028, Paragraph 4.2 (Tax Adjustment), the percentage of Government occupancy is established as 6.24% (Based on Government occupancy of 2,022 rentable square feet and total building area of 32,757 rentable square feet).

9. In accordance with the SOLICITATION FOR OFFERS 0FL2028, Paragraph 4.3 (Operating Costs), the base cost of services is established at \$10,069.56 or \$4.98 per rentable square foot.
10. In accordance with the SOLICITATION FOR OFFERS 0FL2028, Paragraph 4.4 (Adjustment for Vacant Premises), the rental rate reduction is established as \$2.06 per ANSI/BOMA office area square foot.
12. In accordance with SOLICITATION FOR OFFERS 0FL2028, Paragraph 4.6 (Overtime Usage), the hourly rate for overtime usage shall be \$5.75 per hour. Normal hours of operation are established as 7:00am to 6:00pm, Monday through Friday, Saturday, 7:00am to 1:00pm on Saturday, no normal operating hours are allocated for Sunday.
13. The Tenant Improvement Allowance (TI) agreed upon is \$4.27 PABOASF rounded or \$7,771.00 amortized at an interest rate of 6.00% over 5years (\$0.89 PRSF, \$0.99 POASF).
14. Any deviation from the GSA-approved working/construction drawings or tenant alterations requires approval by the GSA Contracting Officer. Should the Lessor make changes without approval, the Government will not be responsible for the cost of those changes and Lessor will not be reimbursed.
15. Commission credit for rent:

Total Commission 5 years firm term @ [REDACTED]  
Gross GSA commission credit @ [REDACTED]

	Monthly Rent	less Commission Credit	Net Rental Payment
Month 1	\$3,201.50	[REDACTED]	[REDACTED]
Month 2	\$3,201.50	[REDACTED]	[REDACTED]

16. Notices to the Lessor to be sent to:

Robert Atkins, Jr. Managing Member  
ASA, LLLP  
2700 Westhall Lane  
Maitland, FL 32751

LESSOR,  Robert Atkins, Jr, ASA, LLLP, 2700 Westhall Lane, Maitland, FL 32751-7476

  
MICHAEL S. ELLIS, CONTRACTING OFFICER