

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

December 13, 2011

LEASE NO.

GS-04B-61948

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

whose address is

221 CIRCLE DR MAITLAND, FL 32751-6456

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 agrees as follows:

1. The lessor hereby leases to the Government the following described premises:

A total of 6,000 rentable square feet (RSF) of office and related space, which yields 5,100 ANSI/BOMA Office Area square feet (USF) of space at 1951 SW 18th Court, Ocala, FL 34471- 7858 to be used for such purposes as determined by the General Services Administration.

Included in the rent at no additional cost to the Government are twenty five (25) parking spaces including eight (8) secured lighted parking spaces for the use of Government employees.

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

See Section 12.B. of this SF-2 through See Section 12.B. of this SF-2 , subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$

at the rate of \$ per XXXX in arrears.
Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

PARAGRAPH 3 IS DELETED IN IT'S ENTIRETY AND REPLACE WITH PARAGRAPH 9.

4. The Government may terminate this lease at any time by giving at least See Sec. 11 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. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

PARAGRAPH 5. IS HEREBY DELETED IN IT'S ENTIRETY.

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.

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

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

A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 0FL2081 dated 10/19/2010, as amended.

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 stated in the SFO 0FL2081 dated 10/19/2010, as amended. and the design intent drawings.

C. Build out shall be in accordance with SFO 0FL2081 dated 10/19/2010, as amended, and Government approved design intent drawings.

D. Deviations to the approved space layouts furnished by the GSA to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

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

The General Provisions and Instructions

A. SFO 0FL2087 dated October 19, 2010, as amended.

B. Agency Special Requirements

C. GSA Form 3517b entitled GENERAL CLAUSES (Rev. [11/05])

D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])

E. Exhibit A, 1 Shell Plan (offered space)

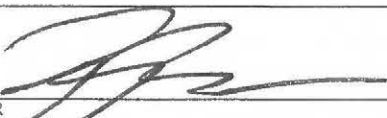
8. The following changes were made in this lease prior to its execution:

Amendment 1 - Change of Square Footage Requirement

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

LESSOR

SIGNATURE



NAME OF SIGNER

TRACY FORREST

SIGNATURE

NAME OF SIGNER

IN PRESENCE OF

SIGNATURE



NAME OF SIGNER

JARED CZACHOROWSKI

SIGNATURE



NAME OF SIGNER

SHARON RADLEY

UNITED STATES OF AMERICA

SIGNATURE



NAME OF SIGNER

Louise Long

OFFICIAL TITLE OF SIGNER

Contracting Officer

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

TERM	ANNUAL RENT	RENT / RSF	RENT / USF	MONTHLY RATE
Year 1 - 10	\$194,189.62	\$32.37	\$38.08	\$16,182.47
Year 11 - 15	\$209,620.00	\$34.94	\$41.10	\$17,468.33

The above annual rent is inclusive of the base annual operating rental rate indicated in Paragraph 1.6 of SFO dated 10/19/2010 as part of this lease contract.

10. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

OCFBI, LLC
221 CIRCLE DR
MAITLAND, FL 32751-6456

11. The Government may terminate this lease at any time on or after the 120th full month by giving at least ONE HUNDRED TWENTY (120) 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.
12. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
- A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 0FL2087 dated October 19, 2010, as amended.
- B. Build out in accordance with standards set forth in SFO 0FL2087 dated October 19, 2010, as amended and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed by the lease effective date which shall be on or before one hundred twenty (120) working days from Notice to Proceed date 5.11 E. SFO 0FL2087 dated October 19, 2010, as amended. The Lessor hereby waives restoration.
- C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
13. In accordance with the SFO paragraph 1.12 BUILDING SHELL REQUIREMENTS (AUG 2008), the annual shell cost shall be \$104,640.00 (\$17.44/rsf - \$20.52/usf).
14. In accordance with the SFO paragraph 3.4 GSA FORMS AND PRICING INFORMATION (AUG 2008), f, the annual amortized cost of the Tenant Improvement Allowance, tenant improvements in the total amount of \$181,585.50 (5,100 USF x \$35.61) shall be amortized through the rent for TEN (10) years at the rate of 6.0%. The total annual cost of Tenant Improvements for the amortization period shall be \$24,191.66 (\$4.03/rsf - \$4.74/usf).
15. The annual amortized cost of the Building Specific Security Requirements in the total amount of \$80,000.00 (\$15.6862 / usf x 5,100) shall be amortized through the rent for TEN (10) years at the rate of 6.0%. The total annual cost of BSSR for the amortization period shall be \$10,657.97.
16. In accordance with the SFO paragraph 4.2 TAX ADJUSTMENT (AUG 2008), B. Definitions, 9. "Percentage of Occupancy" the percentage of Government occupancy is established as 100.00%.
17. In accordance with the SFO paragraph 4.3 OPERATING COSTS (SEP 2009), the escalation base is established as \$9.1167/RSF (\$54,700.00/annum).
18. In accordance with the SFO paragraph 4.1 MEASUREMENT OF SPACE (AUG 2008), C. COMMON AREA FACTOR: the common area factor is established as 1.5 (6,000 rsf / 5,100 usf).
19. In accordance with the SFO paragraph 4.4 ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (DEC 2005), the adjustment is established as \$2.00/ABOA SF for vacant space (rental reduction). In accordance with the SFO Paragraph 4.6 entitled OVERTIME USAGE (AUG 2008), the rate for overtime usage is established as \$4.00 per hour for the entire building or any portion thereof.

13. In accordance with SFO Paragraph 2.3 A. entitled **BROKER COMMISSION AND COMMISSION CREDIT (NOV 2006)**, AmeriVet Real Estate Services Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and AmeriVet Real Estate Services Inc. have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. 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 Page 4 of 4

premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in **SFO Paragraph 2.3 B. entitled BROKER COMMISSION AND COMMISSION CREDIT (NOV 2006)**, only [REDACTED], which is [REDACTED] of the Commission, will be payable to AmeriVet Real Estate Services Inc. when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing 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.

14. A GSA Real Estate Commission Rental Credit in the amount of [REDACTED] shall be applied to the initial four (4) months of shell rent as follows:

Month	Shell Rent	Rent Credit	Operating Rent and Tenant Improvement and BSSR	Total Monthly Rent
1	\$8,720.00	[REDACTED]	\$7462.47	\$8,414.89
2	\$8,720.00		\$7462.47	\$8,414.89
3	\$8,720.00		\$7462.47	\$8,414.89
4	\$8,720.00		\$7462.47	\$8,414.89

The Lessor hereby waives restoration.

////////////////////// END OF SF-2 ////////////////////////