

**US GOVERNMENT  
LEASE FOR REAL PROPERTY**

DATE OF LEASE:

6/30/2009

LEASE NO. **GS-04B-47071**

THIS LEASE, made and entered into this date by and between **VIN AND TONI HOOVER PROPERTY MANAGEMENT, LLC**

whose address is **13775 N. Nebraska Avenue  
Tampa, FL 33613**

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 1,652 Rentable Square Feet (RSF) of office and related space, consisting of 1,436 ANSI/BOMA Office Area Square Feet (ABOASF) to be constructed at 825 High Street, Hazard, Kentucky 41701.

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 ten (10) year term beginning on January 25, 2010 through January 24, 2020 subject to termination and renewal rights as may be hereafter 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.

<u>TERM</u>	<u>ANNUAL RENT*</u>	<u>RATE Per RSF<sup>1</sup></u>	<u>RATE Per ABOASF<sup>2</sup></u>	<u>MONTHLY RENT</u>
1/25/2010 - 1/24/2015	\$46,051.37	\$27.88	\$32.07	\$3,837.61
1/25/2015 - 1/24/2020	\$34,756.60	\$21.04	\$24.20	\$2,896.38

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 rate per ABOASF is determined by dividing the total annual rental by the ABOASF set forth in Paragraph 1.

4. The Government may terminate this lease, in whole or in part, at any time on or after the 5<sup>th</sup> year, January 24, 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.

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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. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum ANSI/BOMA office area square footage requested in SOLICITATION FOR OFFERS, Paragraph 1.1 (Amount and Type of Space). Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

VIN AND TONI HOOVER PROPERTY MANAGEMENT, LLC  
13775 N. Nebraska Avenue  
Tampa, FL 33613

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 Offer No. 6KY0024.
- B. Build-out in accordance with Solicitation for Offer 6KY0024. Design Intent Drawings will be due to the Lessor within thirty (30) working days from award of this Lease. All tenant alterations are to be completed within ninety (90) working days from receipt of notice to proceed with agency approved working/construction drawings. Lease term is to be effective on the date of occupancy.
- 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.
- D. Eight (8) parking spaces shall be provided as part of the lease, at no additional cost to the Government.

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

- A. Solicitation for Offers No. 6KY0024, dated July 22, 2008,
- B. Special Requirements, Addendum No. 10.1,
- C. GSA Form 3517C entitled General Clauses (Rev. 7/05),
- D. GSA Form 3518 entitled Representations and Certifications (Rev. 1/07),
- E. Floor Plan entitled "Attachment A".

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

LESSOR: VIN AND TONI HOOVER PROPERTY MANAGEMENT, LLC

BY \_\_\_\_\_

(Signature)

IN THE PRESENCE OF:

108 S. [Signature], CEO  
(Signature)

13775 N. NEBRASKA AVE  
Tampa, FL 33613  
(Address)

UNITED STATES OF AMERICA

BY \_\_\_\_\_

(Signature)

CRAIG THOMAS, CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
(Official title)

8. The premises described in Paragraph 1 of this Standard Form 2 shall contain 1,436 ABOASF of office and related space as identified in SOLICITATION FOR OFFERS 6KY0024.
9. The rent rate in Paragraph 3 above for years 1 - 5 includes all Tenant Improvements. In accordance with Paragraph 1.11 of SOLICITATION FOR OFFERS 6KY0024, the Tenant Improvement Allowance (T/I) provided in the lease is \$38.717280 per ABOASF, or a total of \$55,598.01 amortized at an interest rate of 6.75% over six (6) years yielding a rate of \$7.87 per ABOASF (\$6.84 per RSF). **The Government is only responsible for paying the TI amortization over the five (5) year firm term of the lease.** The T/I will be used to construct the interior space in accordance with approved Design Intent Drawings. If the tenant improvement cost exceeds \$38.717280 per ABOASF, the balance due the Lessor will be paid by rental adjustment or lump sum, to be determined by the Government. If the entire Tenant Improvement Allowance of \$38.717280 per 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, his contractor or each of his subcontractors shall solicit three (3) bids for work completed as part of the initial tenant alterations, e.g. for electrical, plumbing, etc. The lowest responsive bid will be accepted. This does not apply to shell build out.
10. In accordance with the SOLICITATION FOR OFFERS 6KY0024, Paragraph 1.10 (Building Shell Requirements), the shell rate is established as \$17.87 per USF (\$15.53/RSF) for years 1 through 10.
11. In accordance with SOLICITATION FOR OFFERS 6KY0024, Paragraph 3.5 (Tax Adjustment), the percentage of Government occupancy is established as 30.03% (Based on Government occupancy of 1,652 RSF and a Total Building Area of 5,502 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 6KY0024, and in accordance with GSA Form 3517C, GENERAL CLAUSES.
12. In accordance with the SOLICITATION FOR OFFERS 6KY0024, Paragraphs 3.7 (Operating Costs) and 3.8 (Operating Costs Base), the base for operating costs adjustment is established as \$6.33 per ABOASF (\$5.51 per RSF).
13. In accordance with the SOLICITATION FOR OFFERS 6KY0024, Paragraph 3.11 (Common Area Factor), the common area factor (CAF) is established as 1.15%.
14. In accordance with the SOLICITATION FOR OFFERS 6KY0024, Paragraph 3.14 (Adjustment for Vacant Premises), the rental rate reduction is establish as \$2.00 per ABOASF.
15. In accordance to SOLICITATION FOR OFFERS 6KY0024, Paragraph 7.3 (Overtime Usage), the Lessor shall provide heating, ventilation, and air conditioning (HVAC) at any time beyond normal service hours to the Government at a rate of \$2.04 per hour.
16. In accordance with SOLICITATION FOR OFFERS 6KY0024, Paragraph 8.8 (Radon in Air), the Lessor shall, if possible, perform the standard test during buildout before Government occupancy of the space. If the Contracting Officer decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy. Any corrective action must be completed within thirty (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.

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17. 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.
18. All fire and safety deficiencies must be corrected prior to occupancy and at no extra cost to the Government as required by SOLICITATION FOR OFFER 6KY0024.
19. All handicap accessibility deficiencies must be corrected prior to occupancy at no extra cost to the Government, as required by SOLICITATION FOR OFFER 6KY0024.
20. In accordance with the SOLICITATION FOR OFFER 6KY0024, Paragraph 1.14, 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 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. 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 SOLICITATION FOR OFFERS 6KY0024 attached to and forming a part of this lease. The [REDACTED] balance which equates to [REDACTED] is to be paid to the broker as follows: Fifty percent (50%) is due and payable within 30 days of lease award and the remaining fifty percent (50%) is payable on lease acceptance to: Jones Lang LaSalle Americas, Inc., Public Institutions, 33832 Treasury Center, Chicago, IL 60694-3400.

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 \$3,837.61 (including \$2,138.33 shell rental rate) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$3,837.61 (including \$2,138.33 shell rental rate) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

21. Within 5 days of occupancy, 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.

INITIALS:  &   
LESSOR GOVT