

US GOVERNMENT
LEASE FOR REAL PROPERTY

BUILDING # FL3313

DATE OF LEASE

12/30/08

LEASE NO. GS-04B- 47868

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

Whose address is 2730 Shriver Drive

Ft. Myers, FL 33901

-5931 [MT WC]

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 2,827 Rentable Square Feet (RSF) of office and related space, consisting of 2,110 ANSI/BOMA Office Area Square Feet (ABOASF) on the entire 2nd floor of Brantley Commons, 12499 Brantley Commons Court, Ft. Myers, FL 33907 - 5676 [MT WC]

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

July 15, 2009 through July 14, 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:

| TERM | ANNUAL RENT | RATE per RSF ¹ | RATE per ABOASF ² | MONTHLY RATE |
|---------------------|--------------|---------------------------|------------------------------|--------------|
| 07/15/09 - 07/14/14 | \$108,754.69 | \$38.47 | \$51.54 | \$9,062.89 |
| 07/15/14 - 07/14/19 | \$98,775.36 | \$34.94 | \$46.81 | \$8,231.28 |

Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rental by the rentable square footage set forth in Paragraph 1 above. Furthermore, the rental rate includes parking (7D) at no additional cost.

Note 2. The rate per ABOASF is determined by dividing the total annual rental by the ABOASF set forth in Paragraph 9.

4. The Government may terminate this lease, in whole or in part, at any time on or after 7/15/14, 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:

| TERM | ANNUAL RENT | RATE per RSF | RATE per ABOASF | MONTHLY RATE |
|---------|-------------|--------------|-----------------|--------------|
| DELETED | DELETED | DELETED | DELETED | DELETED |

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.

[WC MT]

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 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 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:

Jarvis Development, LLC

2730 Shriver Drive

Ft. Myers, FL 33901 - 5931 MT/WC

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) 7FL2060A dated 7/29/08.
- B. Buildout in accordance with Solicitation for Offers 7FL2060A. Government design intents drawings will be furnished within ninety (90) calendar days subsequent to lease award. All tenant alterations to be completed within 90 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.
- D. Lessor shall provide a total of eight (8) reserved spaces (8) assigned parking spaces are included) at no additional cost to the Government, in accordance with SFO 7FL2060. Only Official Government vehicles, employees, and visitors shall be allowed to park in the parking area. Additionally ten (10) parking spaces are included for visitors and employees onsite.

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

- A. Solicitation for Offers 7FL2060A dated 7/29/08.
- B. GSA Form 3517 entitled General Clauses (Rev. 07/05).
- C. GSA Form 3518 entitled Representations and Certifications (Rev. 01/07).
- D. Floor plan (not to scale) is hereby included entitled Exhibit '2'.

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

LESSOR: Jarvis Development, LLC

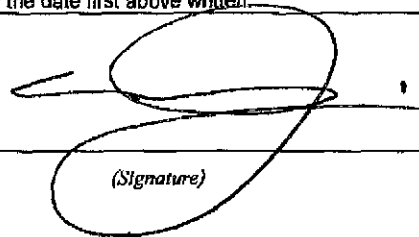

BY 
William S. Jarvis, Authorized Official

IN THE PRESENCE OF:


(Signature)

UNITED STATES OF AMERICA

BY 
(Signature)


(Signature)

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

9. The premises described in Paragraph 1 of this Standard Form 2 shall contain 2,110 ABOASF of office and related space as identified, in SFO 7FL2060A.
10. The rent rate in paragraph 3 above for the period 4/1/09 through 3/31/14 includes all Tenant Improvements which is (\$40.57599 X 2,110 sqft) \$85,615.34) amortized at an interest rate of 7.5% over 5 years. The T/I will be used to construct the interior space in accordance with the approved Design Intent Drawings (DID's) provided by the Government. If the T/I cost exceeds \$40.57599 ABOASF (for up to 2,110 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 \$ 85,615.34 (\$40.57599 ABOASF X 2,110 sq.ft.) 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 to be completed as a part of the initial tenant alterations. No shell items are to be included. In accordance with the Rate Structure, Attachment '1', the shell cost is established as \$31.29 ABOASF/ \$23.35 RSF. In accordance with the Rate Structure, Attachment '1', the amortized portion of the T/I allowance is established as \$ 9.75 ABOASF / 7.28 RSF.
11. In accordance with Paragraph 3.13 (Adjustment for Vacant Premises), the adjustment is established as \$2.68 per ABOASF \$2.00 PRSF (rental reduction).
12. In accordance with Paragraph 3.5 (Tax Adjustment), the percentage of Government occupancy is established as 42.7% (based on 6,620 RSF and the Government's occupancy of 2,827 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 SFO, and in accordance with GSA Form 3517, GENERAL CLAUSES.
13. In accordance with Para. 3.7 (Operating Costs), the escalation base is established as \$10.50 ABOASF/\$7.84 RSF.
14. In accordance with Paragraph 3.10 (Common Area Factor), the common area factor (CAF) is established as 34% based on 2,827 RSF and 2,110 ABOASF.
15. In accordance with Paragraph 7.3, (Overtime Usage), the hourly rate for overtime usage is established as \$zero.
16. In accordance with Paragraph 8.8 (Radon in Air) and Paragraph 8.9 (Radon in Water), a Radon Certification must be furnished within 30 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.
18. All handicapped accessibility deficiencies must be corrected prior to occupancy at no extra cost to the Government.
19. The amount of [REDACTED] for the broker's fee is established based on [REDACTED] of the gross lease amount for years 1-5. The amount of [REDACTED] which is [REDACTED] of the [REDACTED] will be deducted from the shell portion of the rent until it has been refunded to the Government over a period of 3 months and is exclusive of \$7.84 PRSF for operating costs and \$7.28 PRSF for T/I. This fee will remain constant regardless of the measurement of space. The [REDACTED] balance which equates to [REDACTED] is to be paid to the broker as follows: One hundred percent (100%) is due and Payable within 30 days of lease award to: MGW Realtors, 5080 Old Mountain Trail, Powder Springs, GA 30127. Note: This [REDACTED] reduction does not reflect on page 1 of the SF2; however, it shall be deducted from the monthly rent.

INITIALS:


Lessor& 
Govt

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 \$9,062.89 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$ 9,062.89 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$ 9,062.89 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

20. Within five (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.

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INITIALS: WJ & MT
Lessor Govt