

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

- "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: OW & MT
 Lessor Gov't