

US GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:

10-20-2009

LEASE NO. GS-04B-59167

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

whose address is RDC Properties, LLC  
108 1/2 Court House Square  
Edgefield, S.C. 29824-0388

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 828 rentable (670 ANSI/BOMA office area) square feet of office and related space and located in Suntrust Building, 801 Broad Street, City of Augusta, County of Augusta-Richmond, State of Georgia, 30901-1231.

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 February 1, 2010 through January 31, 2020, subject to termination 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>(Rounded)</u>	<u>RATE Per OASF</u> <u>(Rounded)</u>	<u>MONTHLY</u> <u>RENT</u>
2/01/10 – 1/31/15	\$23,829.84	\$28.78	\$35.55	\$1,985.82
02/01/15 – 1/31/20	\$16,899.48	\$20.41	\$25.22	\$1,408.29

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 BOMA office area square foot (OASF) is determined by dividing the total annual rental by the BOMA office area square footage set forth in Paragraph 1.

4. The Government may terminate this lease, in whole or in part, at any time on or after January 31, 2015, by giving the Lessor at least ninety (90) days notice in writing. In the event the lease is terminated, in whole or part, the Government will release a marketable block of space that can be utilized by a future tenant. 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. 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 I.1 (Amount and Type of Space). Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

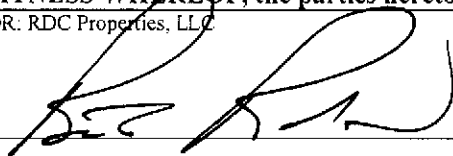
RDC Properties, LLC  
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6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
- A. Those facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers (SFO) 8GA2263.
  - B. Build-out in accordance with Solicitation for Offers 8GA2263. All tenant alterations are to be completed within 60 working days from receipt of Notice to Proceed with agency approved working/construction drawings.
  - 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. Should Lessor make changes without approval, the Government will not be responsible for the cost of those changes and Lessor will not be reimbursed.
  - D. Lessor shall provide 2 on-site parking spaces for Official Government Vehicles at no additional cost to the Government for parking in accordance with SFO 8GA2263.
7. The following are attached and made a part hereof:
- A. Solicitation for Offers 8GA2263,
  - B. GSA Form 3517B entitled General Clauses (Rev. 7/05),
  - C. Amendment to Form 3517B entitled General Clauses (June 2008),
  - D. Form 3518 entitled Representations and Certification (Rev. 1/07),
  - E. SFO 8GA2263, Floor Plan Layout per plans submitted,
  - F. Parking exhibit as provided is incorporated and attached

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

LESSOR: RDC Properties, LLC

BY



Bettis C. Rainsford  
(Signature)

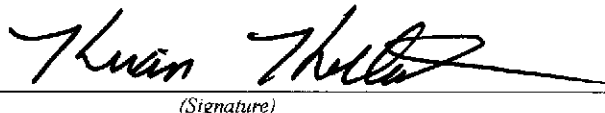
IN THE PRESENCE OF:

Carolyn A. Rudd  
(Signature)

Edgefield SC  
(Address)

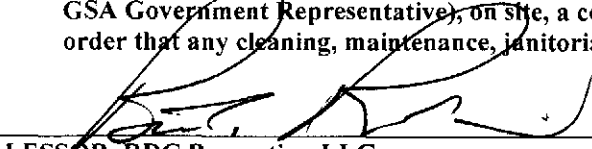
UNITED STATES OF AMERICA

BY

  
(Signature)

KEVIN HOLLAND, CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
(Official title)

8. In accordance with the SOLICITATION FOR OFFERS 8GA2263, Paragraph 4.1 (Measurement of Space), the common area factor (CAF) is established as 1.24% rounded.
9. In accordance with SOLICITATION FOR OFFERS 8GA2263, Paragraph 4.2 (Tax Adjustment), the percentage of Government occupancy is established as .61% rounded (Based on Government occupancy of 828 rentable square feet and total building area of 135,152 rentable square feet).
10. In accordance with the SOLICITATION FOR OFFERS 8GA2263, Paragraph 4.3 (Operating Costs), are established as \$3,648.00 annually or \$4.41 PRSF (\$5.44 POASF) (rounded).
11. In accordance with the SOLICITATION FOR OFFERS 8GA2263, Paragraph 4.4 (Adjustment for Vacant Premises), the rental rate reduction is established as \$0.00 per BOMA office area square foot.
12. In accordance with SOLICITATION FOR OFFERS 8GA2263, Paragraph 4.6 (Overtime Usage), the overtime usage is \$0.00 per hour to the Government. Normal hours of operation are established as 7:00am to 5:00pm, Monday through Friday.
13. Items as specified in SOLICITATION FOR OFFERS 8GA2263 are to be provided by the Lessor. Upon completion, inspection and acceptance by the Contracting Officer, the Government, at its sole discretion, may use all or part of the Tenant Alterations Allowance of \$23,966.84 amortized in the lease rental payments over the five year firm term (60 months) at 9.00% (\$7.21PRSF, \$8.91 POASF) (rounded). In addition, the Government, at its sole discretion, may return to the Lessor any amount of the Tenant Alterations Allowance, in exchange for the Government's choice of free rent or a decrease in rent according to the amortization rate over the firm term of the lease as indicated in this lease.
14. Items as specified in SOLICITATION FOR OFFERS 8GA2263 are to be provided by the Lessor. Upon completion, inspection and acceptance by the Contracting Officer, the Government will be amortizing as a part of rental consideration \$3,855.00 in building specific amortized capital over the five year firm term (60 months) at nine percent (9%), (\$1.16 PRSF, \$1.43 POASF) (rounded).
15. Radon Certification must be furnished within 30 days after occupancy. Any corrective action must be completed within 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.
16. 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.

  
LESSOR, RDC Properties, LLC

  
KEVIN HOLLAND, CONTRACTING OFFICER