

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

DEC. 22, 2010

LEASE NO.

GS-04B-50095

THIS LEASE, made and entered into this date by and between JAYTEE-SPRINGHURST, LLC

Whose address is 601 WEST MARKET STREET
LOUISVILLE, KY 40202-2700

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 3,938 rentable square feet (RSF), consisting of 3,395 ANSI/BOMA Office Area square feet of office and related space located on the second floor of the Republic Bank Building, a five story building (Suite No. to be determined), at 9600 Brownsboro Road, Louisville, KY 40241-3905. [Included in the rent at no additional cost to the Government are 23 reserved parking spaces for exclusive use of Government employees and patrons.]

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 15, 2011 and continuing through August 14, 2021, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of:

Term	Annual Rent	Rate per RSF	Rate per OASF	Monthly
3/01/11 - 2/28/16	\$ 118,770.08	\$30.16	\$34.98	\$ 9,897.51
3/01/16 - 2/28/21	\$ 90,574.00	\$23.00	\$26.68	\$ 7,547.83

For the firm term (yrs 1 - 5), the Government's annual rental payment of \$118,770.08 (\$30.16 per RSF) includes: annual shell rent of \$67,995.54 (\$17.2665 per RSF), annual TI amortization of \$36,046.42 (\$9.1535 per RSF) and annual operating rent of \$14,728.12 (\$3.74 per RSF) Note: There is no additional charge for parking.

For the remaining term (yrs 6 - 10), the Government's annual rental payment of \$90,574.00 (\$23.00 per RSF) includes: annual shell rent of \$75,845.88 (\$19.26 per RSF), and annual operating rent of \$14,728.12 (\$3.74 per RSF). Note: There is no additional charge for parking.

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

Jaytee-Springhurst, LLC
601 West Market Street
Louisville, KY 40202-2700

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

LESSOR - JAYTEE-SPRINGHURST, LLC

BY

(Signature)

IN PRESENCE OF

(Signature)

General Partner, Jaytee Properties, Ltd. Part.

601 West Market Street, Lou. KY 40202

(Address)

UNITED STATES OF AMERICA

RYAN Y. JOHNSON

BY

(Signature)

Contracting Officer, General Services Administration

(Official Title)

4. The Government may terminate this lease in whole or in part at any time on or after February 28, 2016 by giving at least 60 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: N/A
6. 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 Solicitation for Offers (SFO) No. 9KY2094 dated June 4, 2010
 - B. Build out in accordance with standards set forth in SFO 9KY2094 dated June 4, 2010 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 identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2. 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.
7. The following are attached and made a part hereof:
 - A. Solicitation for Offers 9KY2094 dated June 4, 2010
 - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
 - D. Floor Plans titled 'Layout of Space 9KY2094'
8. The rental rate in Paragraph 17 of this Standard Form 2 for the period 8/15/11 through 8/14/16 includes all Tenant Improvements (TI). In accordance with Paragraph 1.10 (Tenant Improvements Included In Offer) of SFO No. 9KY2094. In accordance with the SFO paragraph 3.3 entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of **\$45.76635 per ANSI/BOMA Office Area** square foot (**3,395 ABOASF = \$155,376.76** shall be amortized through the rent for 5 years at the rate of 6% (\$9.1535) PRSF/\$10.62 PABOASF), using end-of-month payments. Should the improvements be less than the Tenant Improvement Allowance (T/I) \$45.76635 per ANSI/BOMA Office Area square foot for 3,395 ABOA sq.ft. or \$155,376.76). The total annual cost of Tenant Improvements for the amortization period shall be \$36,046.42.
9. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 5.3708% rounded to 5.37% based on a building total of 73,323 and the Government's occupancy of 3,938 RSF..
10. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$3.74 /RSF (\$14,728.12 per annum or \$4.3382 per BOMA office area square foot..
11. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.159941 (3,938 RSF/3,395 USF).
12. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$2.00 PUSF for vacant space (rental reduction).
13. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$ZERO per hour for the entire building or any portion thereof.
14. Security costs in the total amount of N/A. Any security costs will be included in the tenant improvements.

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LESSOR

UNITED STATES OF AMERICA

BY

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15. In accordance with the SOLICITATION FOR OFFERS 9KY2094, Paragraph 9.7, Radon Certification 2 days or 3 days testing, must be provided prior to occupancy. After initial testing of the premises only and no later than 90 days after occupancy, a follow-up test for a minimum of 90 days using alpha track detectors or electret chambers shall be completed. 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. Any deviation from approved construction plans or tenant alterations require approval by the Contracting Officer or Contracting Officer's Designee. Should the Lessor make changes without approval, the Government will not be responsible for the cost of those changes and the Lessor will not be reimbursed.

16. The Lessor and the Broker have agreed to a cooperative lease commission of [REDACTED] for the 60 months 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]. 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 SFO attached to and forming a part of this lease. Notwithstanding, Section C. RENTAL of the lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The rental rates established in Section C. RENTAL are based on shell rate of \$17.27 PRSF. 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 \$9,897.51 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.
- Second Month's Rental Payment \$9,897.51 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.
- Third Month's Rental Payment \$9,897.51 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

17. The Lessor hereby waives restoration.

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