

LEASE NO. GS-05P-LIN00290

Global Lease
GSA FORM L100 (03/2016)

This Lease is made and entered into between

River Ridge Five, LLC

(Lessor), whose principal place of business is **12910 Shelbyville Rd #200, Louisville, KY 40243-1594** and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

100 Logistics Avenue, Jeffersonville, IN 47130-4672

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

4 Years, 3 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR

Signature: _____
Name: H.L. HEINER
Title: Manager
Entity Name: River Ridge Five, LLC
Date: 4-24-17

FOR THE GOVERNMENT:

Signature: _____
Name: Eileen Khanloo
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 4/24/17

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: Gabriel Mohr
Title: Member
Date: 4/24/17

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SEP 2015)

The Premises are described as follows:

A. Warehouse, Office and Related Space: **300,000** rentable square feet (RSF), yielding **300,000** ANSI/BOMA Office Area (ABOA) square feet (SF) of contiguous Space comprised of **274,550** warehouse Space, and **25,450** of office and related Space located on the **ground** floor of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.

B. Common Area Factor: The Common Area Factor (CAF) is established as **1** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. INTENTIONALLY DELETED

1.02 EXPRESS APPURTENANT RIGHTS (WAREHOUSE) (MAY 2014)

The Government shall have exclusive or non-exclusive (as identified) right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Automobile Parking:

1,000 parking spaces for passenger vehicles as depicted on the plan attached hereto as Exhibit **B** of which **1,000** spaces shall be marked as reserved for the exclusive use of the Government. In addition, the Lessor shall provide any additional automobile parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property. All spaces must be secured and lit in accordance with the Security Requirements set forth in this Lease. The cost of this parking shall be included as part of the rental consideration.

B. Semi-Trailer Staging Area/Parking:

1 parking space sized for truck and 18 wheeler semi-trailer as depicted on the plan attached hereto as Exhibit **B** of which **1** shall be reserved for the exclusive use of the Government as needed for staging area. In addition, the Lessor shall provide such additional truck parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

C. Delivery Route:

- (1) At least one unobstructed route having no steps or abrupt changes in level shall connect with all accessible elements, spaces, buildings, and courses of passage. The minimum clear width of a route shall be 36 inches. If a route is less than 60 inches in width then it shall have level passing zones, spaced at no more than 200 feet apart, measuring a minimum of 60 inches by 60 inches.
- (2) Objects projecting from walls with their leading edges between 27 and 80 inches above the finished floor shall protrude no more than 4 inches into an accessible route. Freestanding objects mounted on posts or pylons may overhang 12 inches maximum from 27 to 80 inches above the ground or the finished floor. Objects mounted with their leading edges at or below 27 inches above the finished floor may protrude any distance. However, no protruding objects shall reduce the clear width of an accessible route or maneuvering space. If vertical clearance of an area adjoining an accessible route is reduced to less than 80 inches, a barrier to warn blind or visually impaired persons shall be provided.
- (3) Mechanical rooms and spaces which are not normally frequented by the public or occupants and are not part of an accessible or emergency route are excepted and need not be accessible.
- (4) Gratings in a route surface shall have spaces no wider than ½ inch in one direction and shall be placed so that the long dimension of openings is perpendicular to the dominant direction of travel.

D. Delivery Ramps:

- (1) Any part of an accessible route with a slope greater than 1 foot rise in 20 feet shall be considered a ramp. Where ramps are necessary, they shall have a non-slip surface with a slope no greater than 1 foot rise in 12 feet. Ramps must have a minimum clear width of 3 feet with level landings at the top and bottom of each ramp run. Each landing shall be at least 5 feet in length and as wide as any ramp run leading into it. The maximum rise for any run shall be 30 inches. Intermediate landings for turning ramps shall measure a minimum of 5 feet by 5 feet.
- (2) Lessor shall provide handrails complying with "HANDRAILS" (36 CFR 1191) on both sides of all ramps with a vertical rise greater than 6 inches. Ramps with drop-offs shall have curbs (minimum 2 inches high), walls, railings or projecting surfaces. Lessor shall provide curb ramps wherever an accessible route crosses a curb. Curb ramps shall not interfere with walks or vehicular traffic. The maximum slope of a curb ramp shall be a 1 inch rise per 12 inch run. The maximum length of a curb ramp shall be 6 feet with a minimum width of 36 inches, exclusive of flared sides. If no other alternative is feasible, accessible platform lifts may be used in lieu of a ramp or elevator. Lifts shall have accessible controls and clearances, shall comply with applicable safety regulations, and should facilitate unassisted entry and exit.

E. INTENTIONALLY DELETED

F. Loading Docks. See "LOADING DOCKS SHELL WAREHOUSE" paragraph in Section 3 of this Lease.

1.03 TRUCK TURNING RADIUS REQUIREMENTS (WAREHOUSE) (MAY 2014)

At a minimum, a truck turning radius of **130** feet sized for **18-wheeler semi-trailer and trucks** shall be provided and maintained at all times for all loading docks designed for such sized trucks. One-way design for service traffic is preferred in order to avoid the need for large turning areas.

1.04 CLEAR CEILING HEIGHT REQUIREMENTS (WAREHOUSE) (MAY 2014)

A minimum of **274,550** ABOA SF must have a clear ceiling height of **30** feet for receiving shipping, and warehousing areas, measured from floor to the lowest obstruction, with **25,450** ABOA SF of the space maintaining a clear ceiling height of a minimum of **9** feet and **0** inches. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided.

1.05 BAY WIDTH, BAY DEPTH, AND COLUMN SPACING REQUIREMENTS (WAREHOUSE) (MAY 2014)

The following minimum requirements apply to this Lease:

Bay Width: **50' 0"** (the distance from one side of the bay to the other side of the bay in linear feet and inches)

Bay Depth: **50' 0"** (the distance from the front of the bay to the back of the bay in linear feet and inches)

Column Spacing: Columns shall be **49' 6"** linear feet apart from one another

1.06 RENT AND OTHER CONSIDERATION (SEP 2015)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM			NON FIRM TERM
	Year 1	Year 2	Year 3	Year 4
	Annual Rent	Annual Rent	Annual Rent	Annual Rent
SHELL RENT ¹	\$1,721,830.00	\$1,721,830.00	\$1,721,830.00	\$1,721,830.00
TENANT IMPROVEMENTS RENT ²	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING COSTS ³	\$109,500.00	\$109,500.00	\$109,500.00	\$109,500.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$0.00	\$0.00	\$0.00	\$0.00
PARKING ⁵	\$475,511.00	\$634,014.00	\$792,518.00	\$0.00
REAL ESTATE TAX	\$144,170.00	\$144,170.00	\$144,170.00	\$144,170.00
TOTAL ANNUAL RENT	\$2,451,011.00	\$2,609,514.00	\$2,768,018.00	\$1,975,500.00

¹Shell rent calculation:

(Firm Term) **\$5.739433** per RSF multiplied by **300,000** RSF

(Non Firm Term) **\$5.739433** per RSF multiplied by **300,000** RSF

²Tenant Improvements of **\$0.00** are amortized at a rate of **0** percent per annum over **0** years

³Operating Costs rent calculation: **\$0.365** per RSF multiplied by **300,000** RSF

⁴Building Specific Amortized Capital (BSAC) of **\$0.00** is amortized at a rate of **0** percent per annum over **0** years. The Lessor will pay \$8,738.00 in BSAC cost as part of Shell Rent with no adjustment to the Shell Rent.

⁵Parking costs described under sub-paragraph I below

B. INTENTIONALLY DELETED

C. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **300,000** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

D. INTENTIONALLY DELETED

E. INTENTIONALLY DELETED

F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

G. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

H. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities (**with the exclusion of water, electricity, gas [for heating], and sewage**), maintenance required for the proper operation of the Property, the Building, and the Leased Premises, in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements of this Lease. The Government shall be responsible for paying the cost of **water, electricity, gas [for heating], and sewage** directly to the utility provider. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the LCO, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating, ventilation, and air conditioning requirements.

I. (a) Parking shall be provided at **Year 1** a rate of **\$0.00** per parking space per month (structured/inside), and **\$79.251833** per parking space per month (surface/outside) for a total of **500** parking spaces; (b) Parking shall be provided at **Year 2** a rate of **\$0.00** per parking space per month (structured/inside), and **\$75.477857** per parking space per month (surface/outside) for a total of **700** parking spaces; (c) Parking shall be provided at **Year 3** a rate of **\$0.00** per parking space per month (structured/inside), and **\$94.347381** per parking space per month (surface/outside) for a total of **1,000** parking spaces; and (d) Parking shall be provided at **Year 4** a rate of **\$0.00** per parking space per month (structured/inside), and **\$0.00** per parking space per month (surface/outside) for a total of **1,000** parking spaces.

J. INTENTIONALLY DELETED

1.07 INTENTIONALLY DELETED

1.08 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than **90** days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.09 INTENTIONALLY DELETED

1.10 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2015)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN	1	A
PARKING PLAN	1	B
SITE PLAN	1	C
AGENCY REQUIREMENTS	12	D
GSA FORM 3517B GENERAL CLAUSES	15	E
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	4	F
REVISIONS TO LEASE ISSUED UNDER RLP AMENDMENT NUMBERS 1 AND 2	5	G
SECURITY REQUIREMENTS	6	H
SECURITY UNIT PRICE LIST	2	I

1.11 TENANT IMPROVEMENT

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$9.984833** per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs.

B. The Government has elected to make lump sum payments for any or all work covered by the TIA. The TIA shall not be amortized in the rent. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, shall pay lump sum for any part or all of the remaining balance of the TIA.

C. If it is anticipated that the Government will spend more than the allowance identified above, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph.

1.12 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT AND PHASED – POST- OCCUPANCY ALTERATION PROJECTS
ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF TOTAL TI CONSTRUCTION COSTS)	5% OF TI CONSTRUCTION COSTS
LESSOR'S PROJECT MANAGEMENT FEE (% OF TOTAL TI CONSTRUCTION COSTS)	3%

1.13 BUILDING SPECIFIC AMORTIZED CAPITAL

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is **\$0.00** per ABOA SF. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of **0** percent. The Lessor will pay **\$8,738.00** in BSAC cost as part of Shell Rent with no adjustment to the Shell Rent.

1.14 INTENTIONALLY DELETED

1.15 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **60** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **300,000** RSF by the total Building space of **500,000** RSF.

1.16 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is **\$144,170 (\$2.080877 / RSF) based on Government's Percentage of Occupancy of 60 percent.** The total Building space is **500,000** RSF, and the Government Space is **300,000** RSF. Tax adjustments shall not occur until the tax year following lease commencement has passed.

1.17 INTENTIONALLY DELETED

1.18 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by **\$6685** per ABOA SF of Space vacated by the Government.

1.19 INTENTIONALLY DELETED

1.20 INTENTIONALLY DELETED

1.21 INTENTIONALLY DELETED

1.22 INTENTIONALLY DELETED