

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

9/19/11

LEASE NO. LNC61959

THIS LEASE, made and entered into this date by and between **2625 Appliance Court, LLC**

whose address is 226 North Duval Street
Tallahassee, FL 32301-1314

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:

- The Lessor hereby leases to the Government the following described premises:

A total of 24,129 rentable square feet (RSF) of office and related space, which yields 20,982 ANSI/BOMA Office Area square feet (USF) of space on the first (1st) floor of the building located at 2625 Appliance Court, Raleigh, North Carolina 27604-2468 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are eighty (80) parking spaces for the exclusive use of Government employees and patrons.

- TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the premises as substantially complete and continuing for five (5) years, subject to termination and renewal rights as may be hereinafter set forth. The Lessor shall deliver the premises to the Government substantially complete no later than thirty (30) working days subsequent to the Government's Issuance of Notice to Proceed.

- The Government shall pay the Lessor monthly in arrears in accordance with the following table:

| Year | Shell | Base Cost of Services | Rate per RSF | Rate per ANSI/BOMA | Total Annual Rent | Total Monthly Rent |
|-------------------------|---------------|-----------------------|--------------|--------------------|-------------------|--------------------|
| 11/08/2011 - 11/07/2016 | \$ 265,444.24 | \$ 157,574.82 | \$ 17.53 | \$ 20.16 | \$ 423,019.06 | \$ 35,251.59 |

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

2625 Appliance Court, LLC
226 North Duval Street
Tallahassee, FL 32301-1314

- The Government may terminate this lease in whole or in part at any time after 11/07/2013 by giving at least sixty (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.

LESSOR: [Redacted]

SIGNATURE [Redacted]

NAME OF SIGNER

James M. Rudnick

ADDRESS

226 North Duval Tallahassee, FL 32301

IN THE PRESENCE OF (SIGNATURE)

NAME OF SIGNER

UNITED STATES OF AMERICA

SIGNATURE [Redacted]

NAME OF SIGNER

Kenneth L. Day

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

AUTHORIZE
Previous edit

5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
 - A. The eighty (80) parking spaces described in Paragraph 1 and parking spaces required by local code.
 - B. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 8NC2143 and its attachments.
 - C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.
6. The following are attached and made a part hereof:
 - A. Solicitation for Offers 8NC2143 dated May 19, 2010;
 - B. Amendment 1 to SFO 8NC2143, dated June 15, 2011;
 - C. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/05);
 - D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07);
 - E. Exhibit A – Site Plan.

7. Rent includes no Tenant Improvement Costs or Building Specific Security Costs.

8. In accordance with SFO paragraph 2.3, *Broker Commission and Commission Credit*, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in Paragraph 2.3, only [REDACTED] or [REDACTED] of the Commission, will be payable to CBRE. The remaining [REDACTED], or [REDACTED] which is the "Commission Credit", shall be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time period practicable.

Notwithstanding Paragraph 3 of this Lease, 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 of \$35,248.45 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

9. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 15% (24,129 RSF / 20,982 USF).
10. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 100%.
11. In accordance with SFO paragraph 4.3, *Operating Costs Base*, the escalation base is established as \$157,574.82 per annum.
12. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$1.00/USF for vacant space (rental reduction).
13. In accordance with SFO paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$20.00 per hour beyond the normal hours of operation of 7:00 AM to 6:00 PM. Areas requiring 24/7 HVAC will be provided at no additional cost (\$0.00) to the Government.
14. Cleaning services requiring access to the Government's leased space shall be performed in accordance with SFO paragraph 4.8, *Janitorial Services*.
15. In accordance with SFO paragraph 5.14, *Floor Plans after Occupancy*, the Lessor shall provide a copy of CAD as built drawings on CD-ROM to the contracting officer within ten (10) calendar days of completion of construction.
16. Wherever the words "offeror" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "solicitation for offers", or "SFO" appear in this lease, they shall

be deemed to mean "this lease"; wherever the words "space offered for lease" appear in this lease, they shall be deemed to mean "leased premises."

17. If, during the term of this lease including extensions, title to this property is transferred to another party either by sale, foreclosure, condemnation or other transaction, the Lessor (transferor) shall promptly notify the Contracting Officer of said transfer. The following information shall accompany this notification:
- A. A certified copy of the deed transferring title to the property from the Lessor to the new owner.
 - B. A letter from the new owner assuming, approving, and agreeing to be bound by the terms of this lease.
 - C. A letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of the transfer.
 - D. The new owner's tax identification number (TIN#) or social security number.
 - E. The new owner's DUNS#
 - F. The new owner's full legal name. If a corporation, indicate the state of incorporation. If a partnership, list all parties fully. If a limited partnership, list all general partners and identify under the laws of which state the limited partnership is created. If a realty trust, give names of all trustees and the recording date of the trust.
 - G. A Novation Agreement.
 - H. The new owner must provide a new GSA Form 3518.

The foregoing information must be received by the fifteenth day of the month in which the transfer of title will be affected. The rent for that month, adjusted in accordance with the effective date of the transfer will be processed to the Lessor. Initial rental payment, including the applicable portion of rent for the month during which the transfer occurred, to the new owner will be processed on the first day of the month following the transfer of title. If the notification of transfer and related information is not received until the sixteenth day of the month (or later), in which the transfer of title will be affected, the full contract rental for that month will be forwarded to the Lessor. In any instance, failure to submit the documentation required for transfer of title will result in a stop payment of rent until such time as all documentation is received by the Contracting Officer.

18. Within 5 days of lease 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.
19. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implied, shall be admissible to contradict the provisions of this lease. Wherever there is a conflict between the SF-2 and the SFO, the SF-2 shall take precedence.
20. The Lessor is a Limited Liability Company and a small business. The Tax Identification Number is [REDACTED]. The DUNS number is 007938454. The signatory authority for Lessor is James M. Rudnick.