

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

03/25/2011

LEASE NO.

GS-04B-50066

THIS LEASE, made and entered into this date by and between

Alex City SSA LLC

whose address is

2600 Chandler Drive
Bowling Green, KY 42104-6201

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 agrees as follows:

1. The lessor hereby leases to the Government the following described premises:

A total of 8,191 rentable square feet (RSF), consisting of 7,174 ANSI/BOMA Office Area square feet of space in an existing building of office and related space located on the entire first floor of a one story building, at 63 Aliant Parkway, Alexander City, AL 35011-3446 in Tallapoosa County with 36 surface parking space (parking at no additional cost)

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

December 1, 2011 through November 30, 2021, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$

at the rate of \$ per in arrears.

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

PARAGRAPH 3 IS DELETED IN ITS ENTIRETY AND REPLACED WITH PARAGRAPH 19.

4. The Government may terminate this lease at any time by giving at least 0 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 for Paragraph 5 - In paragraph 4 above - the Government may terminate this lease at any time on or after the firm term by giving at least 60 days notice in writing.....

provided notice be given in writing to the Lessor at least days before the end of the original lease term

or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term.

Said notice shall be computed commencing with the day after the date of mailing.

DBL [Signature]

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) 9AL2110.
- B. Build-out in accordance with Solicitation for Offers 9AL2110 as amended. The Government shall prepare space layouts (Design Intent Drawings) which shall be completed within one hundred and twenty (120) working days from date of lease award. All tenant alterations are to be completed within one hundred and twenty (120) calendar days from receipt of notice to proceed with agency approved working/construction drawings. Lease term is to be effective upon substantial completion and receipt of the Certificate 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 or Representative.
- D. Lessor shall provide parking spaces in accordance with Paragraph 1 of this lease.

7. The following are attached and made a part hereof:

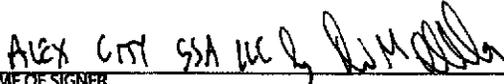
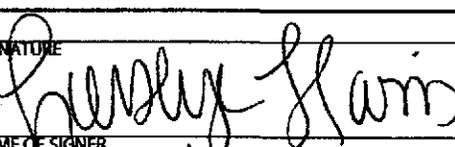
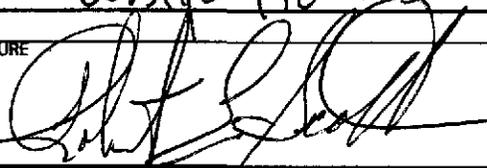
The General Provisions and Instructions

- A. Solicitation for Offers (SFO) No. 9AL2110 dated 9/1/10
- B. GSA Form 3517 entitled General Clauses (Rev. 11/05),
- C. GSA Form 3518 entitled Representations and Certification (Rev. 1/07),
- D. Floor Plans titled 'Layout of Space 9AL2110'
- E. SFO Amendment No. 1 dated 9/16/10
- F. Pages 3 and 4 of SF-2

8. The following changes were made in this lease prior to its execution:

None.

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

LESSOR	
SIGNATURE 	SIGNATURE 
NAME OF SIGNER ALEX CITY SSA LLC	NAME OF SIGNER DAVID CHANDLER
IN PRESENCE OF	
SIGNATURE 	SIGNATURE
NAME OF SIGNER Leslye Harris	NAME OF SIGNER
UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER ROBERT E. SCOTT OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

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9. In accordance with SOLICITATION FOR OFFERS 9AL2110, Paragraph 4.6 (Overtime Usage), the overtime usage is ZERO per hour to the Government. Hours of operation are established as 7:00 am EST – 5:00 pm EST Monday – Friday excluding Federal Holidays.
10. Tenant Improvement Items as specified in SOLICITATION FOR OFFERS 9AL2110 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 \$36.613081 per ANSI/BOMA Office Area square foot (7,174 ABOASF = \$262,662.24 amortized in the lease rental payments at 6% (\$7.44 PRSF/\$8.49 PABOASF), using end-of-month payments. Should the improvements be less than the Tenant Improvement Allowance (T/I) \$36.613081 per ANSI/BOMA Office Area square foot for 7,174 ABOA sq.ft. or \$262,662.24), a Supplemental Lease Agreement shall be executed between the Government and the Lessor reducing the amount of T/I (Alterations) being amortized into the lease payments.
11. In accordance with the SOLICITATION FOR OFFERS 9AL2110, Paragraph 9.7 – 9.8, Radon Certifications, 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 Lessor make changes without approval, the Government will not be responsible for the cost of those changes and Lessor will not be reimbursed.
12. In accordance with the SOLICITATION FOR OFFERS 9AL2110, Paragraph 4.1.C (Common Area Factor), the common area factor (CAF) is established as 14.1762% rounded to 14.18% based on 8,191 RSF vs 7,174 ABOASF.
13. In accordance with the SOLICITATION FOR OFFERS 9AL2110, Paragraph 4.3 (Operating Costs Base), base operating costs for services and utilities are established as \$49,146.00 (\$6.85 per BOMA office area square foot; \$6.00 per rentable square foot).
14. In accordance with the SOLICITATION FOR OFFERS 9AL2110, Paragraph 4.4 (Adjustment for Vacant Premises), the rental rate reduction is established as \$6.85 PABOASF for vacated premises.
15. 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 \$12.50

INITIALS

Ddl
Lessor

&

[Signature]
Government

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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 \$17,706.21 minus prorated Commission Credit of [REDACTED] equals

[REDACTED] adjusted First Month's Rent.

-Second Month's Rental Payment \$17,706.21 minus prorated Commission Credit of [REDACTED] equals

[REDACTED] adjusted Second Month's Rent.

-Third Month's Rental Payment \$17,706.21 minus prorated Commission Credit of [REDACTED] equals

[REDACTED] adjusted Third Month's Rent.

16. Within five (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.

17. The percentage of occupancy is 100% based on occupancy of 8,191 RSF and the building total sq.ft. of 8,191 RSF for tax purposes in accordance with SOLICITATION FOR OFFERS 9AL2110, Paragraph 4.2.

18. Daytime cleaning is required per the SOLICITATION FOR OFFERS 9AL2110.

19. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

Term	Annual Rent	Rate per RSF	Rate per OASF	Monthly
Firm Term: 12/1/11 – 11/30/16	\$ 212,474.54	\$25.94	\$29.62	\$ 17,706.21
Remaining Term: 12/1/16 – 11/30/21	\$ 196,174.45	\$23.95	\$27.35	\$ 16,347.87

For the firm term, the Government's annual rental payment of \$212,474.54 (\$25.94 per RSF) includes: annual shell rent of \$102,387.50 (\$12.50 per RSF), annual TI amortization of \$60,941.04 (\$7.44 per RSF), and annual operating rent of \$49,146.00 (\$6.00 per RSF). Note: There is no additional charge for parking.

For the remaining term, the Government's annual rental payment of \$196,174.45 (\$23.95 per RSF) includes: annual shell rent of \$147,028.45 (\$17.95 per RSF), and annual operating rent of \$49,146.00 (\$6.00 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:

Alex City SSA LLC
2600 Chandler Drive
Bowling Green, KY 42104-6201

Prior to final occupancy and commencement of rent, Lessor will sign up for electronic funds deposit.

//////////////////////////////////////END OF SF-2//////////////////////////////////////

INITIALS AL & JD
Lessor Government