

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE 1/5/2011 LEASE NO. GS-04B-61007

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

Whose address is LBA
2733 Ross Clark Circle
Dothan, AL 36301

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 7,096 rentable square feet (RSF) of office and related space, which yields 6,631 ANSI/BOMA Office Area square feet (USF) of space at 1900 Block of Penn Ave, Marianna, FL 32446 as indicated on the attached Floor Plan, 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 40 parking spaces for exclusive use of the Government employees and patrons.
 - * The common area factor for the leased premises occupied by the Government is established as 1.0701251 (see "Common Area Factor" paragraph of the lease).
 - * The leased premises occupied by the Government for real estate tax adjustments is established as 100.00% (see also "Percentage Occupancy" paragraph of the lease).
- TO HAVE AND TO HOLD the said premises with their appurtenances for a term of 10 years beginning upon the substantial completion of the space, and acceptance by the Government as satisfactorily complete. Design and construction of the space shall begin upon award of this lease in conformance with the Construction Schedule of Tenant Improvements paragraph of the attached Solicitation for Offers. The commencement date of this lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Supplemental Lease Agreement upon substantial completion and acceptance of the space by the Government.
- The Government shall pay the Lessor annual rent in accordance with the Schedule of Rent Components. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

LBA-GSA Marianna, LLC
2733 Ross Clark Cir
Dothan, AL 36301-3214

- The Government may terminate this lease in whole or in part at any time on or after 60 months of occupancy by giving at

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

LESSOR

SIGNATURE Bill Davis <i>Bill Davis</i>	NAME OF SIGNER <i>Bill Davis</i>
ADDRESS <i>2733 Ross Clark Cir, Dothan, AL 36301</i>	

IN THE PRESENCE OF (SIGNATURE) <i>Lisa O. Coleman</i>	NAME OF SIGNER <i>Lisa O. Coleman</i>
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UNITED STATES OF AMERICA

SIGNATURE <i>Cyndal M. Grieve</i>	NAME OF SIGNER <i>Cyndal M. Grieve</i>
	OFFICIAL TITLE OF SIGNER <i>Contracting Officer</i>

least 120 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. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
Those tenant improvements, facilities, services, supplies, utilities, and maintenance in accordance with SFO 9FL2288 dated May 11, 2010.

6. The following are attached and made a part hereof:
X - A. Standard Form 2 continuation
X - B. Schedule of Rent Components;
X - C. Solicitation for Offers 9FL2288 dated May 11, 2010;
X - D. Special (Program of) Requirements;
X - E. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05);
X - F. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07);

7. In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of \$248,330.95 (6,631 USF x \$37.45) are amortized through the rent for 5 years at the rate of 7.00%. The amortized cost of these improvements are included in the stated rent in Paragraph 3 above. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

8. In accordance with the SFO paragraph entitled Operating Costs Base, the base is established as \$6.15 per RSF (\$43,640.40 per annum).

9. In accordance with the SFO paragraph entitled Adjustment for Vacant Premises, the adjustment is established as \$1.50 per USF for vacant space (rental reduction).

10. In accordance with the SFO Paragraph entitled Overtime Usage, the rate for overtime usage is established as \$10.00 per hour. With the exception of the LAN room, no overtime HVAC will be charged for the normal building hours of 7 am to 5:30 pm, Monday through Friday. The LAN room shall receive 24/7 HVAC at no additional cost to the Government.

INITIALS: BD & [Signature]
LESSOR & GOVT

SCHEDULE OF RENT COMPONENTS

Annual Rent applies to Years	Total Shell Rent	Total Operating Costs*	Total TI**	Total Annual Rent
0 to 5	\$177,400.00	\$43,640.40	\$59,007.00	\$280,047.00
6 to 10	\$186,270.00	\$43,640.40	\$0.00	\$229,910.40

*Operating costs subject to CPI escalations.

**The Tenant Improvements Allowance is amortized at a rate of 7% per annum for 5 years.

INITIALS: BD & MA
LESSOR & GOVT