

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE: 2/7/2012

LEASE NO: GS-04B-61969

THIS LEASE, made and entered into this date by and between Executive Center, LLP

Whose address is: 917 Western America Circle 102 Mobile, AL 36609-5413

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 13,173 rentable square feet (RSF) of office and related space, which yields 11,975 ANSI/BOMA Office Area square feet (ABOASF) in Executive Center located at 900 Western America Circle Mobile, AL 36609-4121

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the three (3) years, two (2) years firm, 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 one hundred (100) calendar days subsequent to the Government's Notice to Proceed.
3. The Government shall pay the lessor annual rent for the entire term, monthly, in arrears, as follows:

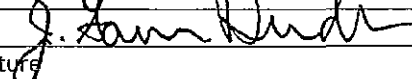
TERM	SHELL RENT	OPERATING RENT	TENANT IMPROVEMENT	ANNUAL RENT	PRSF RATE	PUSF RATE
2/18/2011-2/17/2013	\$147,274.14	\$50,320.86	\$54,272.75	\$251,867.75	\$19.12	\$21.03
2/18/2013-2/17/2014	\$147,274.15	\$50,320.86	\$0.00	\$197,595.00	\$15.00	\$16.50

The rental rate is subject to the Government's measurement of plans submitted by the Lessor or a mutual on-site measurement of the space and will be based on the rate, per BOMA rentable square feet (PRSF) as noted above, in accordance with Clause 23 (PAYMENT), GSA Form 3517, General Clauses. The lease contract and the amount of rent will be adjusted accordingly. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Executive Center, LLP
c/o Bender Real Estate Group
917 Western America Circle, Suite 102
Mobile, AL 36609-4112



4. The DUNS number for this leasing entity is 828927223.
5. The Government may terminate this lease in whole or in part at any time after the ^{Second (2nd)} ~~fifth~~ lease year 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.

-CONTINUED ON PAGE 2-

		LESSOR
Signature	Name of Signer J. Gavin Bender, Sr.	
ADDRESS		
In the Presence of (Signature)	Name of Signer Janet J. Keene	
UNITED STATES OF AMERICA		
Signature	Name of Signer Wanda P. Hardiman	
		OFFICIAL TITLE OF SIGNER: Contracting Officer
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6. The Following are attached and made a part hereof:
- Solicitation for Offers 1AL2003 dated 1/25/2011 (Pages 1-52, PLUS Special Space Requirements)
 - GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05) (Pages 1-2)
 - GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07) (Pages 1-7)
 - Exhibit A – Base Plans
 - Security Requirements- Unified Facilities Criteria (UFC)
7. Lessor Shall furnish to the Government, as part of rental consideration, the following:
- Those facilities, services, utilities, and maintenance in accordance with Solicitation for Offers 1AL2003.
 - 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.
 - Lessor shall provide 51 surface parking spaces at no additional cost to the Government, in accordance with SFO 1AL2003.
8. The rental set forth in Paragraph 3 of this Lease Agreement is based upon the Lessor providing a tenant improvement allowance of \$100,000 at a rate of 8.0% amortized over 24 months (\$4.12 PRSF/\$4.53PUSF).
9. In accordance with Solicitation for Offers 1AL2003 paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.10004 (13,173 RSF / 11,975 USF).
10. In accordance with Solicitation for Offers 1AL2003 paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 14% (based on Government occupancy of 11,975 usable square feet divided by the total building area of 85,260 usable square feet).
11. In accordance with Solicitation for Offers 1AL2003 paragraph 4.3, *Operating Costs*, the escalation base is established as \$3.82 per rentable square foot per annum.
12. In accordance with Solicitation for Offers 1AL2003 paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$0.00 per ABOA for vacant space (rental reduction).
13. In accordance with Solicitation for Offers 1AL2003 paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$0.00 per hour per floor beyond the *Normal Hours* (Solicitation for Offers 1AL2003 paragraph 4.5) of operation of 6:00 AM to 6:00 PM. Areas requiring 24/7 HVAC will be provided at no additional cost to the Government.
14. Cleaning services requiring access to the Government's leased space shall be performed in accordance with Solicitation for Offers 1AL2003 paragraph 4.8, Janitorial Services.
15. "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 conflict between the SF-2 and the Solicitation for Offers 1AL2003, the SF-2 shall take precedence."
16. In no event shall the lessor enter into negotiations concerning the space leased, with representatives of Federal Agencies, other than Contracting Officers and their designated representatives of the General Services Administration.

-LAST ITEM-

INITIALS  LESSOR &  GOV'T

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