

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

9/20/10

LEASE NO.

GS-04B-LKY50110

DUPLICATE
ORIGINAL

THIS LEASE, made and entered into this date by and between Rooker Properties, LLC

whose address is: 4920 North Royal Atlanta Drive
Tucker, GA 30084

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 40,000 rentable square feet (RSF) of office and related space, which yields 36,473 ANSI/BOMA Office Area square feet (USF) located at 2241 Buena Vista Drive in Lexington, KY 40505-4824 together with a minimum of 260 parking spaces located on-site of the leased location to be used for such purposes as determined by the General Services Administration. The Space is to be broken down as follows:

■ (18,472 ABOASF / 20,258 RSF)

■ (16,341 ABOASF / 17,921 RSF)

■ (1,660 ABOASF / 1,821 RSF)

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the fifteen (15) years, fifteen (15) 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 September 1, 2011.

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 ABOASF	Monthly Rent
9/1/2011-8/31/2026	\$872,161.61	\$21.804	\$23.912	\$72,680.13

The above annual rent is inclusive of the annual operating rental rate indicated in Paragraph 4.3 of this lease contract.

3. 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 foot (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:

Rooker Properties, LLC
4920 North Royal Atlanta Drive
Tucker, GA 30084

4. The DUNS number for leasing entity, is 83-280-1414
5. The Government may not terminate this lease in whole or in part at any time during the fifteen (15) year term.

LESSOR

SIGNATURE

Lessor

NAME OF SIGNER

Elbert Rivers

ADDRESS

4920 N. Royal Atlanta Dr, Tucker, GA 30084

IN THE PRESENCE OF (SIGNATURE)

NAME OF SIGNER

Daniel R. P. Hill

UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER

Pamela Murphy

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

6. The following are attached and made a part hereof:
- SF-2 Portion of the Lease (Page 1-3)
 - Solicitation for Offers 9KY2003; (Pages 1-46): Amendment 1 (dated 3/5/2010), Amendment 2 (dated 7/12/2010), and Amendment 3 (dated 7/30/2010).
 - GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05) (Pages 1-21)
 - GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07) (Pages 1-7)
 - Site Plan dated 7/28/2010 submitted with Final Proposal dated 8/6/2010
7. Lessor shall furnish to the Government, as part of rental consideration, the following:
- Those facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers 9KY2003.
 - All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas and related facilities ready for occupancy in accordance with the requirements of this lease stated in the Solicitation for Offers 9KY2003 and the design intent drawings.
 - Build out shall be in accordance with Solicitation of Offers 9KY2003 and Government approved design intent drawings.
 - Deviations to the approved space layouts furnished by the GSA to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
8. The rental set forth in Paragraph 2 of this Lease Agreement is based upon the Lessor providing a tenant improvement allowance of \$1,396,551.17 to be amortized through the rent over the firm term of the Lease (180 months) at the rate of 0.50%. (\$2.41645 PRSF / \$2.650120 PABOASF). In accordance with Solicitation for Offers 9KY2003 paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly. The tenant improvements are broken out into the following blocks:
- \$38.29 PABOASF - \$707,292.88
 - \$38.29 PABOASF - \$625,696.89
 - \$38.29 PABOASF - \$63,561.40
9. In accordance with Solicitation for Offers 9KY2003 paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.0967 (40,000 RSF / 36,473 ABOASF).
10. In accordance with Solicitation for Offers 9KY2003 paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 100%.
11. In accordance with Solicitation for Offers 9KY2003 paragraph 4.3, *Operating Costs*, the escalation base is established as \$160,303.79 (\$4.395136 (rounded) per ABOASF per annum/ \$4.007595 (rounded) per RSF).
12. In accordance with Solicitation for Offers 9KY2003 paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$3.50 per ABOA for vacant space (rental reduction).
13. In accordance with Solicitation for Offers 9KY2003 Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$40.00 per hour beyond the *Normal Hours* (Solicitation for Offers 9KY2003 Paragraph 4.5) of operation of 7:30 AM to 5:30 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 9KY2003 paragraph 4.8, *Janitorial Services*. Tenant requires after-hours cleaning per the SFO.
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 a conflict between the SF-2 and the Solicitation for Offers 9KY2003, the SF-2 shall take precedence.
16. In accordance with Solicitation for Offers 9KY2003 paragraph 2.2, *Broker Commission and Commission Credit*, Studley is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of the [REDACTED] percent of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.4, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit") shall be credited to the shell rental portion of the annual rental payments due and owing 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 until the credit has been fully recaptured. The total annual shell rent is \$615,200.00, which equals [REDACTED] (rounded) per month. The commission credit will be taken over the first seven (7) months of the lease term with a monthly credit of [REDACTED] commission credit divided by 7 months).

First month's shell rental payment of \$51,266.67 minus the prorated commission credit of [REDACTED] equals [REDACTED]
(adjusted first month's shell rent).

Second month's rental payment of \$51,266.67 minus the prorated commission credit of [REDACTED] equals [REDACTED]
(adjusted second month's shell rent).

Third month's rental payment of \$51,266.67 minus the prorated commission credit of [REDACTED] equals [REDACTED]
(adjusted third month's shell rent).

Fourth month's rental payment of \$51,266.67 minus the prorated commission credit of [REDACTED] equals [REDACTED]
(adjusted fourth month's shell rent).

Fifth month's rental payment of \$51,266.67 minus the prorated commission credit of [REDACTED] equals [REDACTED]
(adjusted fifth month's shell rent).

Sixth month's rental payment of \$51,266.67 minus the prorated commission credit of [REDACTED] equals [REDACTED]
(adjusted sixth month's shell rent).

Seventh month's rental payment of \$51,266.67 minus the prorated commission credit of [REDACTED] equals [REDACTED]
(adjusted seventh month's shell rent).

17. Lessor hereby waives restoration

INITIALS: SL LESSOR & gum GOV'T