

This Lease is made and entered into between

William P. Letton & Lisa G. Letton

(Lessor), whose principal place of business is [REDACTED], and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**114B Collision Center Drive
Frankfort, Kentucky 40601-3883**

and more fully described in Section 1 and Exhibit D, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning either upon **December 16, 2012** or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of

10 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Name: William P. Letton
Lisa G. Letton
Title: Owners
Date: 1/31/13

FOR THE GOVERNMENT:

Teverra E. Pittman
Teverra E. Pittman
Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 02/04/2013

WITNESSED FOR THE LESSOR BY:

Name: Nancy Howard
Witness
Title: Witness
Date: 1/31/13

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

LSL

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (JUN 2012)

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

A. Office and Related Space: 2,002 rentable square feet (RSF), yielding 2,002 ANSI/BOMA Office Area (ABOA) square feet (SF) of warehouse and related space located on the first floor of the building, as depicted on the floor plan(s) attached hereto as **Exhibit D**.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.00 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41 CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: The Lessor has offered three (3) surface parking spaces to the Government at no additional cost. In addition, the Lessor shall provide parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

1.03 RENT AND OTHER CONSIDERATIONS (SEP 2012)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM, YEARS 1-5	NON FIRM TERM, YEARS 6-10
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$11,711.70	\$11,711.70
TENANT IMPROVEMENTS RENT ²	\$0.00	\$0.00
OPERATING COSTS ³	\$3,688.81	\$3,688.81
TOTAL ANNUAL RENT	\$15,400.51	\$15,400.51

¹Shell rent (Firm Term) calculation: \$5.85 per RSF multiplied by 2,002 RSF.

²The Tenant Improvement Allowance of \$0.00 is amortized at a rate of 0 percent per annum over 5 years.

³Operating Costs rent calculation: \$3,688.81 divided by 2,002 RSF is \$1.84* per RSF.

*Rate rounded.

B. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

C. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

D. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 THIS PARAGRAPH WAS INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after **December 15, 2017**, the Firm Term of this Lease, by providing not less than 30 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 RENEWAL RIGHTS (AUG 2011)

This Lease may be renewed two (2) times at the option of the Government for a term of **5 YEARS** each at the following rental rate(s):

OPTION TERM, YEARS 11-15		
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	\$14,014.00	\$7.00
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM YEAR 10 OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

OPTION TERM, YEARS 16-20		
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	\$14,014.00	\$7.00
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM YEAR 15 OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least **30** days before the end of the original Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
GSA FORM 3517B GENERAL CLAUSES	46	A
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	B
SECURITY REQUIREMENTS	3	C
FLOOR PLAN(S)	1	D
SEISMIC OFFER FORM	1	E

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2011)

The Government may elect to make lump sum payments for any or all work covered by the Tenant Improvement (TI) scope. That portion of the rental payments attributable to amortization of the TIs shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIs. If the Government elects to make a lump sum payment for the TIs after occupancy, the payment by the Government will result in a decrease in the rent according to the amortization rate over the remaining Firm Term of the Lease.

1.09 THIS PARAGRAPH WAS INTENTIONALLY DELETED**1.10 THIS PARAGRAPH WAS INTENTIONALLY DELETED****1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **100** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **2,002** RSF by the total Building space of **2,002** RSF.

1.12 THIS PARAGRAPH WAS INTENTIONALLY DELETED**1.13 OPERATING COST BASE (AUG 2011)**

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be **\$1.84** per RSF (**\$3,688.81** /annum).

1.14 THIS PARAGRAPH WAS INTENTIONALLY DELETED**1.15 THIS PARAGRAPH WAS INTENTIONALLY DELETED****1.16 THIS PARAGRAPH WAS INTENTIONALLY DELETED****1.17 THIS PARAGRAPH WAS INTENTIONALLY DELETED**

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