

This Lease is made and entered into between

Branch Banking and Trust Company

("the Lessor"), whose principal place of business is 2400 Reynolda Road, 2nd Floor, Winston Salem, NC 27106-3110 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the 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:

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

Branch Banking and Trust Company
334 Main Street
Pikeville, KY 41501-1162

and more fully described in Section 1 and Exhibit A together with rights to the use of parking and other areas as set forth herein.

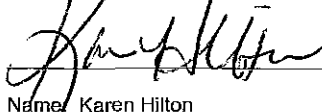
To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the General Services Administration.

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: Karen Hilton

Title: Assistant Vice President

Date: 1/31/2012

FOR THE GOVERNMENT:

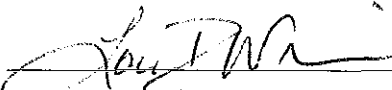


Marcus Skinner

Lease Contracting Officer

Date: 6/22/12

WITNESSED BY:



Name: Lori Williams

Title: Real Estate Associate II

Date: 1/31/2012

TABLE OF CONTENTS

SECTION 1	THE PREMISES, RENT, AND OTHER TERMS	4
1.01	THE PREMISES—SUCCEEDING (APR 2011)	4
1.02	EXPRESS APPURTENANT RIGHTS (APR 2011)	4
1.03	RENT AND OTHER CONSIDERATION—SUCCEEDING (APR 2011)	4
1.04	BROKER COMMISSION AND COMMISSION CREDIT (APR 2011)	Error! Bookmark not defined.
1.05	TERMINATION RIGHT (APR 2011)	5
1.06	RENEWAL RIGHTS (APR 2011)	Error! Bookmark not defined.
1.07	DOCUMENTS INCORPORATED BY REFERENCE	5
1.08	PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (APR 2011)	5
1.09	OPERATING COST BASE (APR 2011)	5
1.10	RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (APR 2011)	5
1.11	OVERTIME HVAC RATES (APR 2011)	5
1.12	24-HOUR HVAC REQUIREMENT (APR 2011)	5
1.13	ADDITIONAL BUILDING IMPROVEMENTS (APR 2011)	Error! Bookmark not defined.
SECTION 2	GENERAL TERMS, CONDITIONS AND STANDARDS	7
2.01	DEFINITIONS AND GENERAL TERMS (APR 2011)	7
2.02	AUTHORIZED REPRESENTATIVES (APR 2011)	7
2.03	WAIVER OF RESTORATION (APR 2011)	7
2.04	PAYMENT OF BROKER (APR 2011)	Error! Bookmark not defined.
2.05	CHANGE OF OWNERSHIP (APR 2011)	7
2.06	REAL ESTATE TAX ADJUSTMENT (APR 2011)	8
2.07	ADJUSTMENT FOR VACANT PREMISES (APR 2011)	10
2.08	OPERATING COSTS ADJUSTMENT (APR 2011)	10
SECTION 3	CONSTRUCTION STANDARDS AND SHELL COMPONENTS	11
3.01	WORK PERFORMANCE (APR 2011)	11
3.02	RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (APR 2011)	11
3.03	WOOD PRODUCTS (APR 2011)	11
3.04	ADHESIVES AND SEALANTS (APR 2011)	11
3.05	BUILDING SHELL REQUIREMENTS (APR 2011)	11
3.06	RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER—SUCCEEDING (APR 2011)	12
3.07	QUALITY AND APPEARANCE OF BUILDING—SUCCEEDING (APR 2011)	12
3.08	MEANS OF EGRESS (APR 2011)	12
3.09	EXITS AND ACCESS (DEC 2007)	12
3.10	AUTOMATIC FIRE SPRINKLER SYSTEM (APR 2011)	12
3.11	FIRE ALARM SYSTEM (APR 2011)	12
3.12	ENERGY INDEPENDENCE AND SECURITY ACT (APR 2011)	13
3.13	ELEVATORS—SUCCEEDING (APR 2011)	13
3.14	DEMOLITION—SUCCEEDING (APR 2011)	13
3.15	ACCESSIBILITY (APR 2011)	13
3.16	CEILINGS—SUCCEEDING (APR 2011)	13
3.17	DOORS: SUITE ENTRY AND INTERIOR – SUCCEEDING (APR 2011)	13
3.18	DOORS: EXTERIOR—SUCCEEDING (APR 2011)	13
3.19	WINDOWS—SUCCEEDING (APR 2011)	14
3.20	PARTITIONS – SUCCEEDING (APR 2011)	14
3.21	INSULATION: THERMAL, ACOUSTIC, AND HVAC (APR 2011)	14
3.22	WALL FINISHES (AUG 2008)	14
3.23	PAINTING (APR 2011)	14
3.24	FLOORS AND FLOOR LOAD—SUCCEEDING (APR 2011)	14
3.25	FLOOR COVERING AND PERIMETERS—SHELL—SUCCEEDING (APR 2011)	14
3.26	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)	14
3.27	BUILDING SYSTEMS (APR 2011)	14
3.28	ELECTRICAL (APR 2011)	15
3.29	ELECTRICAL: GENERAL (APR 2011)	15
3.30	DRINKING FOUNTAINS (APR 2011)	15
3.31	TOILET ROOMS—SUCCEEDING (APR 2011)	15
3.32	JANITOR CLOSETS (APR 2011)	15
3.33	HEATING VENTILATION AND AIR CONDITIONING (APR 2011)	15
3.34	HEATING AND AIR CONDITIONING (APR 2011)	15
3.35	VENTILATION (APR 2011)	15
3.36	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (APR 2011)	16
3.37	LIGHTING: INTERIOR AND PARKING—SUCCEEDING (APR 2011)	16
3.38	ACOUSTICAL REQUIREMENTS (SEP 2009)	16
3.39	GREEN LEASE SUBMITTALS – SUCCEEDING (APR 2011)	16

3.40	DETERRENCE TO UNAUTHORIZED ENTRY (APR 2011).....	17
3.41	ACCESS TO UTILITY AREAS (NOV 2005)	17
3.42	MECHANICAL AREAS AND BUILDING ROOFS (APR 2011).....	17
3.43	ACCESS TO BUILDING INFORMATION (APR 2011).....	17
3.44	██████████ (APR 2011)	17
3.45	SYSTEMS COMMISSIONING—SUCCEEDING (APR 2011)	Error! Bookmark not defined.
3.46	SECURE HVAC: AIRBORNE HAZARDS (APR 2011)	18
3.47	EMERGENCY POWER TO CRITICAL SYSTEMS (APR 2011).....	18
3.48	SECURE HVAC: SECURE RETURN-AIR GRILLES (APR 2011).....	18
3.49	SECURE HVAC: OUTDOOR AIR INTAKES (APR 2011).....	18
3.50	EMERGENCY VOICE/ALARM COMMUNICATION SYSTEM (APR 2011)	18
3.51	SECURE HVAC: DEDICATED HVAC FOR LOBBIES, MAILROOMS, AND LOADING DOCKS (APR 2011).....	18
3.52	EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (SEP 2000)	18
3.53	CONSTRUCTION WASTE MANAGEMENT (AUG 2008)	18
3.54	3.50 INDOOR AIR QUALITY DURING CONSTRUCTION (DEC 2007)	19
SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES.....		21
4.01	SCHEDULE FOR COMPLETION OF SPACE—SUCCEEDING (APR 2011)	21
4.02	AS-BUILT DRAWINGS (APR 2011).....	21
4.03	LIQUIDATED DAMAGES (APR 2011).....	Error! Bookmark not defined.
SECTION 5 TENANT IMPROVEMENT COMPONENTS.....		22
5.01	TENANT IMPROVEMENT (TI) REQUIREMENTS (APR 2011)	22
5.02	FINISH SELECTIONS – SUCCEEDING (APR 2011).....	22
5.03	PAINTING – TI (APR 2011).....	22
5.04	FLOOR COVERING AND PERIMETERS—TI (APR 2011).....	22
5.05	CARPET SPECIFICATIONS (APR 2011).....	23
5.06	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2011).....	23
SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM		24
6.01	PROVISION OF SERVICES, ACCESS, AND ROUTINE HOURS (APR 2011)	24
6.02	UTILITIES (APR 2011)	24
6.03	UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (APR 2011).....	Error! Bookmark not defined.
6.04	HEATING AND AIR CONDITIONING (APR 2011).....	24
6.05	OVERTIME HVAC USAGE (APR 2011).....	24
6.06	JANITORIAL SERVICES (APR 2011)	24
6.07	SELECTION OF CLEANING PRODUCTS (APR 2011)	25
6.08	SELECTION OF PAPER PRODUCTS (APR 2011)	25
6.09	SNOW REMOVAL (APR 2011)	25
6.10	MAINTENANCE AND TESTING OF SYSTEMS (APR 2011).....	25
6.11	MAINTENANCE OF PROVIDED FINISHES (APR 2011).....	25
6.12	ASBESTOS ABATEMENT (APR 2011).....	26
6.13	ONSITE LESSOR MANAGEMENT (APR 2011)	26
6.14	SCHEDULE OF PERIODIC SERVICES (APR 2011)	26
6.15	LANDSCAPE AND LANDSCAPE MAINTENANCE – SUCCEEDING (APR 2011).....	26
6.16	RECYCLING (APR 2011)	26
6.17	RANDOLPH-SHEPPARD COMPLIANCE (APR 2011)	Error! Bookmark not defined.
6.18	SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (APR 2011)	26
6.19	INDOOR AIR QUALITY (APR 2011)	27
6.20	RADON IN AIR (APR 2011).....	28
6.21	RADON IN AIR (APR 2011).....	Error! Bookmark not defined.
6.22	RADON IN WATER (APR 2011).....	28
6.23	HAZARDOUS MATERIALS (APR 2011)	28
6.24	MOLD (APR 2011).....	28
6.25	OCCUPANT EMERGENCY PLANS (APR 2011)	29
6.26	FLAG DISPLAY (APR 2011).....	29
SECTION 7 ADDITIONAL TERMS AND CONDITIONS.....		30

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES—SUCCEEDING (APR 2011)

Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this solicitation. These exceptions include, but are not limited to, security improvements, National Fire Protection Association (NFPA) requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set in the below Lease Contract paragraphs and attached General Clauses.

The Premises are described as follows:

Office and Related Space: 17,970 rentable square feet (RSF), yielding 15,626 ANSI/BOMA Office Area (ABOA) square feet (sq. ft.) of office and related space (based upon a Common Area Factor of 15 percent, located on the 4th, 5th and 6th floor(s) and known as Suite(s) 508, 600, 608 & 609, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

1.02 EXPRESS APPURTENANT RIGHTS (APR 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: 10 parking spaces as depicted on the plan attached hereto as Exhibit B of which **none** shall be structured inside spaces reserved for the exclusive use of the Government, **none** shall be inside parking spaces, and 10 shall be surface parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennae, Satellite Dishes and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION—SUCCEEDING (APR 2011)

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

	YEARS 1 - 5		YEARS 6 - 10	
	ANNUAL RENT	ANNUAL RATE / RSF	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	\$157,237.50	\$8.75	\$157,237.50	\$8.75
TENANT IMPROVEMENTS RENTAL RATE*	\$28,782.06	\$1.60		
OPERATING COSTS*	\$94,342.50	\$5.25	\$94,342.50	\$5.25
BUILDING SPECIFIC SECURITY COSTS				
FULL SERVICE RATE	\$280,362.06	\$15.60	\$251,580	\$14.00

	YEARS 11 - 15		YEARS 16 - 20	
	ANNUAL RENT	ANNUAL RATE / RSF	ANNUAL RENT	ANNUAL RATE / RSF
Shell Rental Rate	\$XXX,XXX.XX	\$XX.XX	\$XXX,XXX.XX	\$XX.XX
Tenant Improvements Rental Rate*	\$XXX,XXX.XX	\$XX.XX	\$XXX,XXX.XX	\$XX.XX
Operating Costs*	\$XXX,XXX.XX	\$XX.XX	\$XXX,XXX.XX	\$XX.XX
Building Specific Security Costs	\$XXX,XXX.XX	\$XX.XX	\$XXX,XXX.XX	\$XX.XX
Full Service Rate	\$XXX,XXX.XX	\$XX.XX	\$XXX,XXX.XX	\$XX.XX

*The Tenant Improvements Allowance is amortized at a rate of 6 percent per annum for 5 years.

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 the 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.

D. The 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 Paragraph 1.01, "The Premises," created herein.
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.
4. 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 TERMINATION RIGHT (APR 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the firm term of this Lease by providing not less than 90 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.

1.05 DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)		A
PARKING PLAN(S)		B
GSA FORM 3517B GENERAL CLAUSES		C
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS		D
SMALL BUSINESS SUBCONTRACTING PLAN		E

1.06 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (APR 2011)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 24.5 percent. The percentage of occupancy is derived by dividing the total Government space of 17,970 rentable square feet by the total building space of 73,101 rentable square feet.

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment clause of the Lease is \$_____.

1.07 OPERATING COST BASE (APR 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$5.25 per rentable sq. ft.

1.08 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (APR 2011)

In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$1.67 per ABOA sq. ft. of space vacated by the Government.

1.09 OVERTIME HVAC RATES (APR 2011)

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

\$_____ per hour per zone

No. of zones: _____

\$15.00 per hour for the entire space.

1.10 24-HOUR HVAC REQUIREMENT (APR 2011)

The Overtime Usage rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at a rate of \$ N/A per ABOA sq. ft. of the area receiving the additional overtime HVAC.

