

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

May 27, 2009

LEASE NO.

GS-04B-48034

THIS LEASE, made and entered into this date by and between RUSSELL FLEMING LLC

Whose address is 2140 W. ARLINGTON BLVD., SUITE A  
GREENVILLE, NORTH CAROLINA 27834-5709

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 3,732 rentable square feet (RSF) of office and related space, which yields 3,245 ANSI/BOMA Office Area square feet (USF) of space at 1011 W.H. Smith Blvd. 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 7 parking spaces for exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on December 5<sup>th</sup>, 2009 and continuing through December 4<sup>th</sup>, 2019, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$115,318.80 (\$30.90/RSF - \$35.54/USF) at the rate of \$9,609.90 per month in arrears for years 1 — 5 and \$85,724.04 (\$22.97/RSF - \$26.42/USF) at the rate of \$7,143.67 per month arrears for years 6 — 10.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

RUSSELL FLEMING LLC  
2124 W. ARLINGTON BLVD. SUITE A  
GREENVILLE, NC 27834-5709

4. The Government may terminate this lease [in whole or in part] at any time on or after December 5<sup>th</sup>, 2014 by giving at least 90 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.

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

LESSOR  
RUSSELL FLEMING LLC

BY *D. Russell Fleming*  
(Signature)

IN PRESENCE OF *Sherril Davis*  
(Signature)

*Managing Partner*  
(Title)

*1400 Industrial Blvd.*  
*Greenville, NC 27834*  
(Address)

UNITED STATES OF AMERICA

BY *Clarence J. Zindner* *8/18/09*  
(Signature)

Contracting Officer, General Services Administration

5. RENEWAL OPTIONS

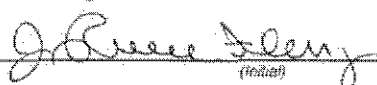
provided notice be given in writing to the Lessor at least days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
  - A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 7NC2045 dated November 19, 2008.
  - B. Build out in accordance with standards set forth in SFO 7NC2045 dated November 19, 2008 and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2. The Lessor hereby waives restoration.
  - C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
7. The following are attached and made a part hereof:
  - A. Solicitation for Offers 7NC2045 dated November 19, 2008 including special requirements
  - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
  - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
  - D. Pre-lease Fire Protection and Life Safety Evaluation
  - E. Floor Plan
8. In accordance with the SFO paragraph 3.3 entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$129,050.40 (3245 USF x \$39.769) shall be amortized through the rent for 5 years at the rate of 5.5%. The total annual cost of Tenant Improvements for the amortization period shall be \$29,580.15.
9. The Government occupies 3,732/ 13,017 rentable square feet (29%).
10. In accordance with the SFO paragraph 4.3 entitled *Operating Costs Base*, the escalation base is established as \$5.97/RSF (\$22,280.04/annum).
11. The common area factor is established as 1.15 (3732 RSF/3245 USF).
12. In accordance with the SFO paragraph 4.4 entitled *Adjustment for Vacant Premises*, the adjustment is established as \$1.83/USF for vacant space (rental reduction).
13. In accordance with the SFO Paragraph 4.6 entitled *Overtime Usage*,
14. The Lessor hereby waives restoration.

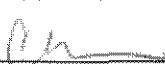
LESSOR Fleming Russell LLC

UNITED STATES OF AMERICA

BY

  
(initial)

BY

  
(initial)