

LEASE NO. GS-04P-LKY60550

Global Lease
GSA FORM L100 (10/2017)

This Lease is made and entered into between

JUSTIN BARTON & VICTORIA BARTON

(Lessor), whose principal place of business is 40 Varda Landing Sausalito, California 94965-1417 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

150 Hal Rogers Road London, KY 40744-8339

and more fully described in Section 1 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 April 1st, 2018 or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of

10 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:

[Redacted Signature]
Name: JUSTIN BARTON
Title: OWNER
Entity Name: _____
Date: 3/20/2018

FOR THE GOVERNMENT:

[Redacted Signature]
Name: TARRELL PAYNE
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 4/1/2018

WITNESSED FOR THE LESSOR BY:

[Redacted Signature]
Name: Gregory J. Weires
Title: Controller
Date: 3/20/2018

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.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2016)

The Premises are described as follows:

A. **Office and Related Space:** 9,038 rentable square feet (RSF), yielding 8,216 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the Ground floor of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. **Common Area Factor:** The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as 1.10 percent. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. 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.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

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:** 28 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 28 shall be surface/outside 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. **Antennas, Satellite Dishes, and Related Transmission Devices:** (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (OCT 2017)

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

	FIRM TERM
	ANNUAL RENT
SHELL RENT ¹	\$202,903.10 (\$22.45 PRSF)
OPERATING COSTS ²	\$88,391.64 (\$9.78 PRSF)
TENANT IMPROVEMENTS RENT ³	-
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$0.00
PARKING ⁵	\$0.00
TOTAL ANNUAL RENT	\$291,294.74

¹Shell rent calculation:

(Firm Term) \$22.45 per RSF multiplied by the RSF stated under Paragraph 1.01

²Operating Costs rent calculation: \$9.78 per RSF multiplied by the RSF stated under Paragraph 1.01

³Tenant Improvements of \$370,255.27 are amortized at a rate of 6 percent per annum over the firm term of the lease

⁴There is no Building Specific Amortized Capital (BSAC) associated with this lease

⁵There is no parking costs associated with this lease.

⁶The Tenant Improvement Allowance of \$370,255.27 or the actual cost of Tenant Improvements, whichever is less, will be amortized at a rate of (6%) percent per annum for a period not to exceed the firm term of the lease. Please see section 1.08 for additional details regarding the Annual Rent and the commencement of the Government's obligation to pay the Tenant Improvements rental rate.

B. Parking shall be provided at a rate of \$0.00 per parking space per month (surface/outside).

C. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 8,216 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

D. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. Rent is subject to adjustment upon reconciliation from quantities in the Lease to the approved DIDs and post-DID change orders, based on unit prices negotiated and agreed upon prior to Lease award.

F. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

G. 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.

H. 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 by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

I. 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 herein 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 ~~BROKER-COMMISSION-AND-COMMISSION-CREDIT (OCT-2016) INTENTIONALLY DELETED~~

1.05 TERMINATION RIGHTS (OCT 2016)

There are no termination rights associated with this lease.

1.06 ~~RENEWAL-RIGHTS-(OCT-2016)-INTENTIONALLY DELETED~~

1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2017)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)		
PARKING PLAN(S)		
AGENCY REQUIREMENTS		
SECURITY REQUIREMENTS		
GSA FORM 3517B GENERAL CLAUSES		
SEISMIC FORM D		
GSA Form 12000		
DEED		

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$45.06 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 6 percent.

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent 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 TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

D. If it is anticipated that the Government will spend more than the identified TIA, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

1.09 ~~TENANT-IMPROVEMENT-FEE-SCHEDULE-(JUN-2012) INTENTIONALLY DELETED~~

1.10 ~~BUILDING-SPECIFIC-AMORTIZED-CAPITAL-(SEP-2012) INTENTIONALLY DELETED~~

1.11 ~~BUILDING-SPECIFIC-AMORTIZED-CAPITAL-RENTAL-ADJUSTMENT-(SEP-2013) INTENTIONALLY DELETED~~

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2016)

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 9,038 RSF by the total Building space of 9,038 RSF. The tax parcel number is 580087071.

1.13 ~~REAL-ESTATE-TAX BASE-(SEP-2013) INTENTIONALLY DELETED~~

1.14 OPERATING COST BASE (OCT 2016)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$9.78 per RSF (\$88,391.74/ annum).

1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the 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 \$0.00 per ABOA SF of Space vacated by the Government.

1.16 HOURLY OVERTIME HVAC RATES (OCT 2016)

A. The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$ 8.53 per hour for the entire Space.

1.17 24-HOUR HVAC REQUIREMENT (OCT 2016)

A. 250 ABOA SF of the Space shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The BTU output of this room is established as _____ BTU. The temperature of this room shall be maintained at 68-75 degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.

B. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

1.18 BUILDING IMPROVEMENTS (MAR 2016)

The Lessor shall complete the following additional Building improvements:

- A. Carpet
- B. Paint

1.19 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

1.20 LESSOR'S DUNS NUMBER (OCT 2017)

Lessor's Dun & Bradstreet DUNS Number: 827028197