

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

JUN 10 2010

LEASE NO.

GS-06P-90049

THIS LEASE, made and entered into this date by and between THE HUTTON COMPANY, LLC

whose address is 736 CHERRY STREET
CHATTANOOGA, TN 37402-1909

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 7,316 rentable square feet (RSF) of office and related space, which yields 6,626 ANSI/BOMA Office Area square feet (USF) of space (as described in Exhibit A attached hereto) in the building to be constructed at 812 South Bypass, Kennett, Missouri, 63857-3245 (as described in Exhibit B attached hereto) 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 31 on-site surface parking spaces for the exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the premises as substantially complete and continuing for 10 years, 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 than 180 calendar days after the Contracting Officer issues the Tenant Improvement Notice to Proceed.

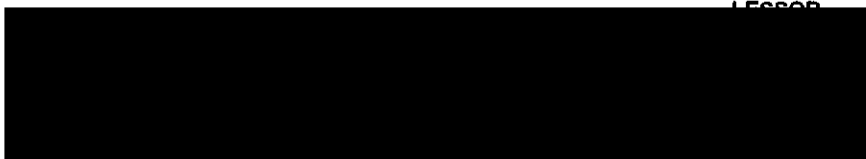
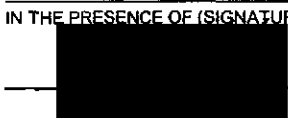

3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Months	Annual Shell Rental	Annual Base Cost of Services	Annual Tenant Improvement Allowance	Total Annual Rent	Total Monthly Rent
1-3	\$0.00	\$ 38,950.00	\$39,516.11	\$ 78,466.11	\$ 6,538.84
4-84	\$ 112,920.45	\$ 38,950.00	\$39,516.11	\$ 191,386.56	\$ 15,948.88
85-120	\$ 112,637.52	\$ 38,950.00	\$ -	\$ 151,587.52	\$ 12,632.29

In additional to the shell rental abatement for Months 1-3, shell rent for Months 4 through 7 shall be adjusted as described in Paragraph 8 herein to recapture the Commission Credit. Rent shall be adjusted in accordance with the provisions of the Solicitation For Offers and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

THE HUTTON COMPANY, LLC
736 CHERRY STREET
CHATANOOGA, TN 37402-1909

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

SIGNER  <i>Caron J. Hutton</i>	
IN THE PRESENCE OF (SIGNATURE) 	NAME OF SIGNER <i>David L. Kelly</i>
UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER VALERIE WALDMEIER OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

- 4. The Government may terminate this lease in whole or in part at any time after the 7th year by giving at least 60 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.
- 5. 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 9MO2010 dated April 24, 2009, as amended.
 - B. Build out in accordance with standards set forth in SFO 9MO2010 dated April 24, 2009, as amended, and the Government's design intent drawings. The Government's design intent drawings shall be developed subsequent to award.
 - C. Deviations to the Government's design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
- 6. The following are attached and made a part hereof:
 - A. Solicitation for Offers 9MO2010, dated April 24, 2009;
 - B. Amendment 1 to SFO 9MO2010 dated October 9, 2009;
 - C. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
 - D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - E. [REDACTED] - Special Requirements
 - F. Exhibit A - Base Plans
 - G. Exhibit B - Legal Description

7. Rent includes a Tenant Improvement Allowance of \$225,416.52 to be amortized through the rent over the initial 84 months of the Lease at the rate of 6.0%. In accordance with SFO paragraph 3.3, *Tenant Improvement Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.

8. In accordance with SFO paragraph 2.4, *Broker Commission and Commission Credit*, Studley, Inc. ("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 [REDACTED] 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 **fourth** month of the rental payments and continue through the **seventh** month until the credit has been fully recaptured as indicated in this schedule for adjusted Monthly Rent:

Fourth Month's Shell is \$9,410.04 minus the Commission Credit of [REDACTED]. Fourth Month's adjusted Gross Monthly Rental Payment is [REDACTED] ([REDACTED] - [REDACTED]).

Fifth Month's Shell is \$9,410.04 minus the Commission Credit of [REDACTED]. Fifth Month's adjusted Gross Monthly Rental Payment is [REDACTED] ([REDACTED] - [REDACTED]).

Sixth Month's Shell is \$9,410.04 minus the Commission Credit of [REDACTED]. Sixth Month's adjusted Gross Monthly Rental Payment is [REDACTED] ([REDACTED] - [REDACTED]).

Seventh Month's Shell is \$9,410.04 minus the Commission Credit of [REDACTED]. Seventh Month's adjusted Gross Monthly Rental Payment is [REDACTED] ([REDACTED] - [REDACTED]).

9. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$5.50 per hour.

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initials
Gov [REDACTED] [REDACTED]
[Handwritten signature]

10. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.1041 (7,316 RSF / 6,626 USF).
11. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$3.48/USF for vacant space (rental reduction).
12. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 100%.
13. In accordance with SFO paragraph 4.3, *Operating Costs*, the escalation base is established as \$38,950.00 per annum.
14. In accordance with SFO paragraph 5.15, *Floor Plans After Occupancy*, the Lessor shall provide 1 copy of CAD as built drawings on CD-ROM to the contracting officer within 30 calendar days of completion of construction.
15. The Lessor hereby forever and unconditionally waives any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this lease or any extensions. Alterations completed by either the Government or Lessor including initial build out of the lease space and/or any subsequent modifications required during the lease period. At the Government's sole discretion alterations will remain in the leased space after termination of the Lease contract and will become property of the Lessor.
16. All information submitted by the Lessor during negotiations, including but not limited to plans renderings, specifications, etc. are incorporated by reference.

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Initials	
Govt	Lessor

