

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

8/1/12

LEASE NO.

GS-04B-61136

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

whose address is 953 HIGHWAY 51, SUITE 2D, MADISON, MISSISSIPPI 39110-6007

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 20,094 rentable square feet (RSF) of office and related space, which yields 19,859 ANSI/BOMA Office Area square feet (ABOASF) at The Geological/APHIS Building, 308 Airport Road, Pearl, MS 39208-6649 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 79 surface parking spaces.

Block A: 15,048 RSF (14,872 ABOASF) Office and related space;

Block B: 2,821 RSF (2,788 ABOASF) of Warehouse space;

Block C: 2,225 RSF (2,199 ABOASF) of Storage space.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 01, 2012 through June 30, 2022, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent from July 01, 2012 through June 30, 2017 as follows:

Space Designation	Annual Rent	Monthly Rent	Rate per RSF	Rate per ABOASF
Block A	\$309,378.90	\$25,781.58	\$ 20.56	\$ 20.80
Block B	\$39,268.32	\$3,272.36	\$ 13.92	\$ 14.08
Block C	\$19,089.90	\$1,590.83	\$ 8.58	\$ 8.68
Total (Blended)	\$367,737.12	\$30,644.76	\$ 18.30	\$ 18.52

The Government shall pay the Lessor a combined annual rent of \$367,737.12, approximately \$18.30/RSF (\$18.52/ABOASF), at the rate of \$30,644.76 per month, in arrears, for Blocks A, B and C.

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

LESSOR  
AIRSERV, LLC

Heriath Health Company LLC Manager

Manager

(Title)

UNITED STATES OF AMERICA

BY

Contracting Officer, General Services Administration

(Official Title)

The Government shall pay the Lessor annual rent, at the established monthly rent, in arrears, from July 01, 2017 through June 30, 2022, as follows:

Space Designation	Annual Rent	Monthly Rent	Rate per RSF	Rate per ABOASF
Block A	\$279,282.90	\$23,273.58	\$ 18.56	\$ 18.78
Block B	\$33,626.32	\$2,802.19	\$ 11.92	\$ 12.06
Block C	\$14,639.90	\$1,219.99	\$ 6.58	\$ 6.66
Total (Blended)	\$327,549.12	\$27,295.76	\$ 16.30	\$ 16.49

The Government shall pay the Lessor a combined annual rent of \$327,549.12, approximately \$16.30/RSF (\$16.49/ABOASF), at the rate of \$27,295.76 per month, in arrears, for Blocks A, B and C. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

**AIRSERV, LLC  
953 HIGHWAY 51, SUITE 2D  
MADISON, MISSISSIPPI 39110-6007**

4. Notwithstanding Paragraph 1.3 (*Lease Term*) of SFO No. 0MS2026, the Government may terminate this lease in whole or in part at any time on or after June 30, 2017 by giving at least 180 days' prior notice in writing to the Lessor and no rental shall accrue after the effective date of termination for that portion of the premises for which the Lease has been terminated pursuant to this SF-2 paragraph 4. Said notice shall be computed commencing with the day after the date of mailing.
5. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
  - A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO No. 0MS2026 dated May 11, 2011, as amended.
6. The following are attached and made a part hereof:
  - A. Solicitation for Offers 0MS2026 dated May 11, 2011;
  - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05]);
  - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07]); and,
  - D. Floor Plan – Figure A;
7. In accordance with Paragraph 1.12 (*Building Shell Requirements*) of SFO No. 0MS2026, the combined shell cost is established as \$260,435.16 annually, approximately \$12.96/RSF (\$13.11/ABOASF), which is inclusive of the rental rate in Paragraph 3 from July 01, 2012 through June 30, 2017. The combined shell cost is established as \$220,247.16 annually, approximately \$10.96/RSF (\$11.09/ABOASF), which is inclusive of the rental rate in Paragraph 3 from July 01, 2017 through June 30, 2022.
8. In accordance with Paragraph 4.1 (*Measurement of Space*) of SFO No. 0MS2026, the common area factor (CAF) is established as 1.18% (or 1.0118), based on 20,094 RSF divided by 19,859 ABOASF.
9. The Building the subject of the Lease is 100% occupied by the Government. The Lessor and Government hereby agree to the mutual measurement of 20,094 square feet as the rentable square footage this Lease is based upon said mutual measurement agreed upon April 25, 2006 pursuant to the mutual measurement performed by the Government on March 03, 2006. It is further agreed by Lessor and the Government that for purposes of this Lease, the rentable square footage (RSF) is 20,094 and the ANSI/BOMA Office Area Square Footage (ABOASF) is 19,859.

INITIALS LOW & Ac  
LESSOR Gov't

10. In accordance with Paragraph 4.2 (*Tax Adjustment*) of SFO No. 0MS2026, the percentage of Government occupancy is established as 100.0% , based on total building area of 20,094 RSF and the Government's occupancy of 20,094 RSF. Percentage of occupancy is subject to revision based on actual measurement of Government-occupied space at time of final inspection, not to exceed the maximum ABOASF stated in the SFO, and in accordance with GSA Form 3517B, GENERAL CLAUSES.
11. In accordance with Paragraph 4.2 (*Tax Adjustment*) of SFO No. 0MS2026, the Real Estate Tax Base is established as \$23,418.32.
12. In accordance with Paragraph 4.3 (*Operating Costs*) of SFO No. 0MS2026, the base for the operating cost adjustment is established as \$107,301.96 annually, approximately \$5.34/RSF (\$5.40/ABOASF), which is inclusive of the rental rate in Paragraph 3 from July 01, 2012 through June 30, 2022.
13. In accordance with Paragraph 4.4 (*Adjustment for Vacant Premises*) of SFO No. 0MS2026, the rental rate reduction is established at \$1.05/ABOASF.
14. Notwithstanding Paragraph 4.5 (*Normal Hours*) of SFO No. 0MS2026, in general, the space shall operate on full occupied cycle from 6:30 AM to 5:00 PM, Monday through Friday, excluding Federal holidays. Services, utilities and maintenance shall be provided daily, extending 6:30 AM to 5:00 PM, Monday through Friday, excluding Federal holidays.
15. In accordance with Paragraph 4.6 (*Overtime Usage*) of SFO No. 0MS2026, the hourly overtime rate for use of heating or cooling is established at \$53.00 per hour for Block A or \$14.00 per zone for any portion thereof.
16. In accordance with Paragraph 5.13 (*Waiver of Restoration*) of SFO No. 0MS2026, the Lessor hereby waives all restoration for the entire term of the Lease inclusive of any extension.
17. Notwithstanding Paragraph 7.12 (*Painting*) of SFO No. 0MS2026, the Government does not require new painting or cyclical repainting during the term of the Lease.
18. Notwithstanding Paragraph 7.13 (*Floor Covering and Perimeters*) of SFO No. 0MS2026, the Government does not require cyclical carpet replacement during the term of the Lease.
19. All fire and life-safety deficiencies, if any, must be corrected prior to occupancy and at no extra cost to the Government, including but not limited to the following required by SFO No. 0MS2026. The provision for emergency and power outage electricity for said life-safety lighting listed in A-B immediately below is provided by the building generator listed in Paragraph 27 of this document.
  - A. Provision of emergency illumination in corridors, stairways and office space.
  - B. Provision of exit lights in corridors.
  - C. Provisions of two (2) exits on each floor occupied by the Government.
  - D. Provision of a fire extinguisher near every exit.
20. All handicapped accessibility deficiencies, if any, must be corrected prior to occupancy and at no extra cost to the Government, including but not limited to the following areas required by SFO No. 0MS2026:
  - A. Door Entrances.
  - B. Exit Doors.
  - C. Parking Areas/Curb Cuts.
  - D. Restrooms.
  - E. Width of Exit Doors.
21. Notwithstanding anything to the contrary in Lease No. GS-04B-61136 (including all attachments thereto), in the event the Government terminates this Lease in part at any time on or after June 30, 2017, then the following provisions shall apply:

- A. The Government shall pay to Lessor, within sixty (60) days after Lessor submits an appropriate invoice and all supporting documentation, all the costs and expenses incurred or to be incurred by the Lessor which are reasonably required or necessary:
- i. To reimburse the Lessor for bringing the portion of the premises not retained by the Government into a reasonably functional, marketable and rentable condition suitable for another tenant, as is standard practice in the subject market, including any corridors, fire corridors, exits, fire separations, HVAC and fire dampers, emergency and/or exit lighting, electrical switching and circuitry or similar tenant separation requirements and restroom facilities (cumulatively hereafter "TSR Improvements") required to make said space reasonably functional, marketable and rentable for another tenant. Further, Lessor and Government specifically agree that the Government shall have no obligation to pay for tenant improvements constructed exclusively for the benefit of another tenant other than the Government in the building which houses the premises, unless a portion of such improvements happens to be TSR Improvements.
  - ii. To enable the premises retained by the Government and the premises not retained by the Government to function as separate rentable areas.
- B. Any of the premises not retained by the Government must be a contiguous area which is reasonably functional, marketable and rentable by the Lessor, including, without limitation, the area, size, dimensions, configuration, location, access, ingress, egress and parking for the premises.
- C. For each one hundred ninety (190) square feet of the premises not retained by the Government, the surface parking spaces included under the Lease with the Government shall by reduced by one (1) parking space.
- D. The Government and Lessor agree to execute, in a timely manner, such further documents and take such further actions as reasonably necessary to implement the provisions of this Paragraph 21, the intent hereof being to enable the property that contains the premises to be functionally utilized for multiple tenants.
22. In accordance with Paragraph 6.13 of SFO No. 0MS23026, the Government has installed a light fixture for the flag pole. Notwithstanding the requirements listed in SFO No. 0MS2026, GENERAL CLAUSES or otherwise, the Government is responsible for the flag (its maintenance and/or replacement) and/or the personnel to perform the putting up and taking down of the flag, if required. Lessor shall be responsible for the light bulb replacement of the flag pole fixture; however, the Government shall be responsible for providing notice of replacement need and shall allow for a reasonable time to replace same.
23. Included in the Lease is the use of one (1) HVAC unit for Computer Room 142 ("File Server Room"). Said File Server Room HVAC will be provided for 24/7 (subject to equipment failure and repair time) and will be at a thermostat set point of 72° Fahrenheit. The rate to provide 24/7 dedicated cooling to the server room is established as \$4,140.00 annually (\$345.00 per month).
24. Only lighting and heat (above freezing only) is provided in Block B (Warehouse) and Block C (Storage), not air conditioning.
25. The Government-leased area includes the following:
- A. Large paved area for maneuverability of large vehicles;
  - B. Loading dock area and single-bay coiling overhead door;
  - C. Warehouse area (Block B) with enhanced floor loading capacity;
  - D. Warehouse area (Block B) shower/eyewash safety station;
  - E. Storage area (Block C), lighted and heated to standard set in item No. 24 above;
  - F. Paved Wareyard area including an eight (8)-foot high chain link fence surrounding an area consisting of outside parking for Government vehicles and boats with a twelve (12)-foot wide motorized access control gate opening.
26. Pursuant to Paragraph 3.4 (Building and Site Information), sub-paragraph (A)(2)(b) of SFO No. 0MS2026, the Lessor has provided the Government with a Certificate of Seismic Compliance issued by Spencer Engineers, Inc. dated September 06, 2011.

INITIALS  &   
LESSOR Gov't

27. Notwithstanding anything to the contrary in any portion of this Lease, the Government acknowledges that it has occupied the premises for approximately fifteen (15) years. Further, in that the premises were originally designed and constructed as a "build-to-suit" for the Government in strict accordance with the original SFO requirements of the Government and that the Government has occupied the premises for said approximately fifteen (15) years. The parties hereby agree that certain provisions of this SFO No. OMS2026 including those provisions that relate to construction of the premises have been previously accepted by the Government and/or need amendment as follows:
- A. Notwithstanding Paragraph 7.11 (Wall Finishes), sub-paragraph (2) of SFO No. OMS2026, "like new" condition shall be replaced with "like new condition subject to ordinary wear and tear".
  - B. The Government and Lessor agree that the Lessor has fulfilled its obligations to provide the information required under Paragraph 3.4 (Building and Site Information Submittals) and Paragraph 3.5 (Green Lease Submittals) of SFO No. OMS2026.
  - C. The Government and Lessor agree that the Floor Plan attached to the Lease shall satisfy the requirements set forth in Paragraph 5.12 (*Floor Plans After Occupancy*) of SFO No. OMS2026.
  - D. Notwithstanding Paragraph 6.7 (Ceilings) of SFO No. OMS2026, Lessor and the Government hereby agree that Blocks B and C of the premises shall be excluded from the height restrictions set forth. Further, the parties also agree that the composition of the ceiling tiles or panels in the entire premises have previously been accepted by the Government.
  - E. Notwithstanding Paragraph 6.8 (Acoustical Requirements), sub-paragraph (A)(1) of SFO No. OMS2026, the Government hereby accepts the current Noise Reduction Coefficient (NRC) conditions of the premises.
  - F. The Government and Lessor hereby agree that Paragraph 6.10 (Partitions: Permanent) of SFO No. OMS2026 shall be amended to include NFPA 101 as a regulatory authority along with the International Building Code, and shall be amended to exclude the words "current as of the award date of this Lease".
  - G. Notwithstanding Paragraph 8.9 (Heating and Air Conditioning), sub-paragraph (B)(1) of SFO No. OMS2026, the Government hereby accepts the size of all thermostat control zones for the premises.
  - H. Notwithstanding Paragraph 8.18 (Lighting: Interior and Parking), sub-paragraphs (A)(1)(a) and (A)(1)(b) of SFO No. OMS2026, the Government hereby accepts, as of June 30, 2012, all existing lighting levels for the premises and the property so long as all fixtures are fully lamped and ballasted.
  - I. The Government and Lessor hereby agree that SFO No. OMS2026 shall be amended to exclude the following in their entirety:
    - i. Paragraph 6.12 (Landscaping), sub-paragraph (B)(3);
    - ii. Paragraph 8.18 (Lighting: Interior and Parking), sub-paragraphs (A)(1)(c);
    - iii. Paragraph 8.18 (Lighting: Interior and Parking), sub-paragraph (A)(1)(d);
    - iv. Paragraph 8.18 (Lighting: Interior and Parking), sub-paragraph (B)(1).
  - J. Because the Government acknowledges that it has previously installed an emergency generator to provide for safe evacuation of the building in case of natural disaster, power outage or criminal/terrorist activity and accepts responsibility for the operation and maintenance of said generator at the Government's sole cost and expense, SFO No. OMS2026, Paragraph 8.18 (Lighting: Interior and Parking), sub-paragraph (A)(1)(c) was excluded in its entirety as noted in Paragraph 27(l)(ii) above.