

US GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

November 25, 2009

GS-04B-50017

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

whose address is

225 Green Street, Suite 1103
Fayetteville, NC 28301-5045

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:

8,294 ANSI BOMA Office Area Square Feet (9,538 Rentable Square Feet) of office and related space located on the fourth floor in the building known and designated as the Systel Building located at 225 Green Street, Fayetteville, North Carolina 28301-5043 as outlined on the demising plan labeled Exhibit "A" attached hereto and made a part hereof, together with 4 reserved surface parking spaces located on-site of the leased location for exclusive Government use."

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for Ten (10) Years, Five (5) Years firm term to begin February 1, 2010. The Government may terminate this lease, in whole or in part, at any time on or after January 31, 2015, by giving the Lessor at least sixty (60) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing."

"3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

TERM	ANNUAL RENT	MONTHLY RATE
02/01/2010 - 01/31/2015	\$219,564.76	\$18,297.06
02/01/2015 - 01/31/2020	\$164,912.02	\$13,742.67

The above annual rent is inclusive of the annual operating rental rate indicated in Paragraph 7 of this lease contract."

"4. Rental is subject to the Government's measurement of plans submitted by the Lessor or a mutual on-site measurement of the space and will be based on the rate, per BOMA rentable square foot (PRSF) as noted in Paragraph 3 above, in accordance with Clause 23 (PAYMENT), GSA Form 3517, General Clauses. The lease contract and the amount of rent will be adjusted accordingly. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Allison Holdings, LLC
225 Green Street, Suite 1103
Fayetteville, NC 28301-5045

"5. The DUNS number for Allison Holdings is 120351627."

"6. The tenant improvement cost is established at \$6.59 per ANSI/BOMA Office Area Square Foot. The rental set forth above is based upon the Lessor providing a tenant improvement allowance of \$241,422.58 for the construction of the tenant improvements which shall be amortized into the annual rental over years 1-5 at \$54,652.74 per annum or \$4,554.40 per month. All tenant improvement cost must be reviewed and given written approval by the Government prior to construction."

"7. For the purpose of the operating cost escalation, in accordance with Solicitation For Offers 8NC2101, Paragraph 4.3 of this lease agreement, the annual base cost of services is established at \$62,033.38 or \$6.50 per rentable square foot."

"8. For the purpose of the Real Estate Tax Adjustment, in accordance with Solicitation For Offers 8NC2101 Paragraph 4.2 of this lease agreement, the base year tax amount is \$6,838.50 (\$0.72 RSF) and the Government will occupy 9.09% of the rentable square feet of the building. (Based on Government occupancy of 9,538 Rentable/8,294 Usable square feet) 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 BOMA usable square footage stated in the SFO, and in accordance with the GSA Form 3517B, GENERAL CLAUSES."

"9. 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 Solicitation for Offers (SFO) 8NC2101.
- B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas and related facilities ready for occupancy in accordance with the requirements of this lease stated in the SFO 8NC2101 and the Government's space layout drawings.
- C. Build out shall be in accordance with SFO 8NC2101 and Government approved space layouts.
- D. Deviations to the approved space layouts furnished by the GSA to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
- E. Lessor shall provide 4 reserved surface parking spaces at no additional cost to the Government in accordance with SFO 8NC2101."

INITIALS: &
LESSOR GOVT

"10. The following are attached and made a part hereof:

- a) SF-2 Portion of the Lease (pages 1-2)
- b) SFO Portion of the Lease 8NC2101 dated 12/17/08 (pages 1-49)
- c) GSA form 3517B (rev. 11/05) (pages 1-33)
- d) GSA form 3518 (rev. 1/07) (pages 1-7)
- e) Plans, title Exhibit "A", by reference
- f) Commission Agreement dated 12/18/08 (pages 1-3), SFO 8NC2101."

"11. In accordance with Solicitation For Offers 8NC2101, Paragraph 4.1, the Common Area Factor (CAF) is a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space. The CAF is established as 1.14999 based on 8,294 ABOA square feet and 9,538 rentable square feet."

"12. For the purpose of the Adjustment for Vacant Premises, in accordance with Solicitation For Offers 8NC2101, Paragraph 4.4 of this lease agreement, the reduction in operating costs shall be \$2.50 per ABOA square foot of vacant space."

"13. In accordance with Solicitation For Offers 8NC2101 Paragraph 4.5, the normal business hours for the office space is 7:00 AM TO 7:00 PM Monday Through Friday and 7:00 AM To 12:00 PM Saturday."

"14. The rental set forth above is based upon the Lessor providing no additional building specific security items except for those provided in shell or tenant improvement costs."

"15. Cleaning services requiring access to the Government's leased space shall be performed in accordance with Paragraph 4.8 of the Solicitation for Offers 8NC2101."

"16. In accordance with Solicitation for Offers 8NC2101, Paragraph 4.6 (Overtime Usage), the cost for overtime utilities beyond the normal hours of operation shall be \$18.00 per hour for the entire space. Areas requiring 24/7 HVAC, rate is \$18.00 per hour."

"17. New paint and carpet throughout the leased space shall be provided by the Lessor. Cost is included in shell rate."

"18. Restrooms will meet Architectural Barriers Act Accessibility Standard (ABAAS) in accordance with Paragraph 6.1 of the Solicitation for Offers. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply. Cost is included in shell rate."

"19. Window glazing shall be provided by the Lessor in accordance with Paragraph 10.19. Cost is included in shell rate."

"20. The setback requirement of twenty (20) feet in accordance with Paragraph 10.17 is hereby waived."

"21. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implies, shall be admissible to contradict the provisions of this lease. Wherever there is a conflict between the SF-2 and the SFO, the SF-2 shall take precedence."

"22. In accordance with the solicitation for offers 8NC2101, paragraph 2.4 the lessor and the broker have agreed to a sfo cooperating lease commission of [redacted] of the firm term value of this lease. The total amount of the commission is [redacted]. The lessor shall pay the broker no additional commissions associated with this lease transaction. In accordance with the "broker commission and commission credit" paragraph, the broker has agreed to forego [redacted] of the commission that it is entitled to receive in connection with this lease transaction ("commission credit"). The commission credit is [redacted] per month rounded, for two (2) months of the lease. The lessor agrees to pay the commission less the commission credit, [redacted] to the broker in accordance with the "broker commission and commission credit" paragraph in the and forming a part of this lease.

Notwithstanding paragraph 3 of this standard form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as

Indicated in this schedule for adjusted monthly rent:

First month's rental payment \$18,297.06 minus prorated commission credit of [redacted] equals [redacted] adjusted first month's rent;
Second month's rental payment \$18,297.06 minus prorated commission credit of [redacted] equals [redacted] adjusted second month's rent;"

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

LESSOR **Allison Holdings, LLC**

BY [redacted] _____
(Signature)

IN THE PRESENCE OF:
[redacted] _____
(Signature) *205 GREEN ST, STE 1103, FAYETTEVILLE NC 28301*
(Address)

UNITED STATES OF AMERICA

[redacted] _____
Maria Dent (Signature) _____
GSA Contracting Officer