

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE 12/17/09

LEASE NO. GS-04B-50019

THIS LEASE, made and entered into this date by and between CURTIS INVESTMENTS, LLC by Chris Curtis

whose address is 5010 Old Greenwood Street
Fort Smith, AR 72903

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 10,673 rentable square feet (RSF) of office and related space, which yields 10,140 ANSI/BOMA Office Area square feet (USF) of a newly constructed office building to be located on 2.67 acres of land at County Map 00241, Block 01, Sandstone Subdivision, Parcel 6, Florence, South Carolina 29506-4209 as outlined on the demising plans labeled Exhibit "A" attached hereto and made a part hereof, together with twenty (20) reserved surface parking spaces located on-site of the leased location to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the fifteen (15) years, ten (10) years firm, 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 one hundred twenty (120) working days subsequent to the Government's issuance of the Notice to Proceed.

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

TERM	ANNUAL RENT	MONTHLY RATE
07/01/2010 - 01/31/2011 *	\$0.00	\$0.00
02/01/2011 - 06/30/2011	\$128,693.50	\$25,738.70
07/01/2011 - 06/30/2020	\$308,864.40	\$25,738.70
07/01/2020 - 06/30/2025	\$299,697.84	\$24,974.82

* Owner has provided free rent for the first seven (7) months of the lease, totaling \$180,170.90.

The above annual rent is inclusive of the annual operating rental rate indicated in Paragraph 13 of this lease contract.

4. The rental rate 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 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:

Curtis Investments, LLC
5010 Old Greenwood Street
Fort Smith, AR 72903

5. The DUNS number for Curtis Investments, LLC is 049148070.

SIGNATURE	CURTIS INVESTMENTS, LLC	OF SIGNER	CHRIS CURTIS
ADDRESS	5010 Old Greenwood Street, Fort Smith, AR 72903		
IN THE		NAME OF SIGNER	Robert H. Hopkins III
		NAME OF SIGNER	Maria Dent
		OFFICIAL TITLE OF SIGNER	CONTRACTING OFFICER
			12/17/09

6. The Government may terminate this lease in whole or in part at any time after the tenth (10th) year by giving at least sixty (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.
7. The following are attached and made a part hereof:
 - A. SF-2 Portion of the Lease (Page 1-3)
 - B. Solicitation for Offers 8SC2123 dated June 12, 2009; (Pages 1-52)
 - C. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05) (Pages 1-2)
 - D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07) (Pages 1-7)
 - E. [REDACTED] Special Requirements (Pages 1-68)
 - F. Exhibit A – Base Plans
 - G. Commission Agreement dated May 14, 2009 (Pages 1-3)
8. Lessor shall furnish to the Government, as part of rental consideration, the following:
 - A. Those facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers 8SC2123.
 - 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 Solicitation for Offers 8SC2123 and the design intent drawings.
 - C. Build out shall be included in accordance with the Solicitation of Offers 8SC2123 and Government approved design intent drawings.
 - 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 a minimum of twenty (20) secure, reserved parking spaces at no additional cost to the Government in accordance with Solicitation for Offers 8SC2123.
9. The rental set forth in Paragraph 3 of this Lease Agreement is based upon the Lessor providing a tenant improvement allowance of \$321,578.85 to be amortized through the rent over the firm term of the Lease (120 months) at the rate of 6.50%. In accordance with Solicitation for Offers 8SC2123 paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.
10. The rental set forth in Paragraph 3 of this Lease Agreement includes Building Specific Security Costs of \$37,400 to be amortized through the rent over the firm term of the Lease (120 months) at the rate of 6.50%.
11. In accordance with Solicitation for Offers 8SC2123 paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.0526 (10,673 RSF / 10,140 USF).
12. In accordance with Solicitation for Offers 8SC2123 paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 100%.
13. In accordance with Solicitation for Offers 8SC2123 paragraph 4.3, *Operating Costs Base*, the escalation base is established as \$52,079.04 per annum or \$4.88 per rentable square foot per annum.
14. In accordance with Solicitation for Offers 8SC2123 paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$2.25 per ABOA for vacant space (rental reduction).
15. In accordance with Solicitation for Offers 8SC2123 Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$5.00 per hour beyond the *Normal Hours* (Solicitation for Offers 8SC2123 Paragraph 4.5) of operation of 8:00 AM to 6:00 PM. Areas requiring 24/7 HVAC will be provided at no additional cost to the Government.
16. Cleaning services requiring access to the Government's leased space shall be performed in accordance with Solicitation for Offers 8SC2123 paragraph 4.8, *Janitorial Services*.
17. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implied, shall be admissible to contradict the provisions of this lease. Wherever there is a conflict between the SF-2 and the Solicitation for Offers 8SC2123, the SF-2 shall take precedence.
18. Window glazing shall be provided by the Lessor in accordance with Solicitation for Offers 8SC2123 paragraph 10.19, [REDACTED]. The cost is included in the shell rate.

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19. In accordance with Solicitation for Offers 8SC2123 paragraph 2.4, *Broker Commission and Commission Credit*, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of five [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 CBRE. 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 first month of the rental payments and continue until the credit has been fully recaptured.

Eighth month's rental payment of \$25,738.70 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted eighth month's rent).

Ninth month's rental payment of \$25,738.70 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted ninth month's rent).

Tenth month's rental of \$25,738.70 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted tenth month's rent).

Eleventh month's rental of \$25,738.70 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted eleventh month's rent).

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