

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

03/31/2010

LEASE NO.

GS-04BB-50038

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

Summit Centre Associates, LLC

whose address is

2660 Eastchase Lane, STE 100
Montgomery, AL 36117-7024

and whose interest in the property hereinafter described is that of

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 agrees as follows:

1. The lessor hereby leases to the Government the following described premises:

A total of 38,443 RENTABLE square feet (33,429 ANSI BOMA square feet) of office space and related space and 109 surface parking spaces located in the Sterling Centre at 4121 Carmichael Road, Montgomery County, Montgomery, AL 36106-2872. The rental space shall be broken out as follows:

BLOCKS	OASF	RENTABLE
A	10,872	12,502.6
B	932	1,071.7
C	10,378	11,934.5
D	3,752	4,314.7
E	167	192.0
F	5,431	6,245.5
G	1,897	2,181.5
Total:	33,429	38,442.9

to be used for

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

July 1, 2010 through June 30, 2020, subject to termination
and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$

at the rate of \$ per in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

PARAGRAPH 3 has been DELETED and REPLACED by Paragraph 8 on page 3 of 3

4. The Government may terminate this lease at any time 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. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

Paragraph 5 is DELETED in its entirety

provided notice be given in writing to the Lessor at least days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
- A. All fire and life safety deficiencies must be corrected prior to completion of tenant improvement and at no extra cost to the Government, as required by SFO.
 - B. All handicapped accessibility deficiencies must be corrected prior to completion of the tenant improvement and at no extra cost to the Government, as required by SFO.
 - C. Radon Certification must be furnished within 30 days after award. Any corrective action must be completed within 30 days after tests are completed. Re-testing is required and results forwarded to the Contracting Officer.
 - D. All Tenant Improvements Security Requirements shall be updated by July 1, 2010 or 120 days after award.
 - E. Lessor agrees to provide the following:
 - 1. New paint in ALL common area
 - 2. Carpet cleaning for each block of space
 - F. 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 usable square foot (PUSF) as noted in Paragraph 1 above, in accordance with Clause 26 (PAYMENT), GSA Form 3517, General Clauses. The lease contract and the amount for rent will be adjusted accordingly, but not to exceed the maximum BOMA usable square footage requested in SFO Paragraph 1.1, (Amount and Type of Space). Rent for a Lesser period shall be prorated. Rent checks shall be made payable to:

Summit Centre Associates, LLC
2660 Eastchase Lane, Ste 100
Montgomery, AL 36117-7024

7. The following are attached and made a part hereof:

The General Provisions and Instructions

- A. GSA Form 3518- Representations and Certification (REV 1/07)
- B. GSA Form 3517B- General Clauses (REV 11/05)
- C. SFO 8AL2109, and Amendments 1, 2 and 3
- D. Rate Structure Sheet (Dated 1/11/2009)
- E. GSA Form - Standard Form 2 (SF-2), page 3 of 3 and page 3 of 4
- F. Approved Floor Plans are hereby attached and made a part of subject lease contract.

8. The following changes were made in this lease prior to its execution:

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

LESSOR	
SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER
James W. Wilson, III	
IN PRESENCE OF	
SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER
Carl J. Bartlett, Jr.	
UNITED STATES OF AMERICA	
SIGNATURE	NAME OF SIGNER
	ROBERT E. SCOTT
	OFFICIAL TITLE OF SIGNER
	CONTRACTING OFFICER

9. Calculation for Tenant Improvement composite rates are as follows:

<u>BLOCKS</u>	<u>OASF</u>	<u>TI ALLOWANCE</u>	<u>TOTAL TI</u>	<u>Rentable RATE</u>	<u>OASF RATE</u>
A	10,872	\$35.35	\$ 384,325.20	\$6.15	\$7.07
B	932	\$35.35	\$ 32,946.20	\$6.15	\$7.07
C	10,378	\$35.35	\$ 366,862.30	\$6.15	\$7.07
D	3,752	\$35.35	\$ 132,633.20	\$6.15	\$7.07
E	167	\$38.296	\$ 6,395.43	\$6.66	\$7.66
F	5,431	\$35.35	\$ 191,985.85	\$6.15	\$7.07
G	1,897	<u>\$38.296</u>	<u>\$ 72,647.51</u>	\$6.66	\$7.66
			Total: \$ 1,187,795.69		

The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$1,187,795.69 or 35.53 (Rounded) per ANSI BOMA Office Area Square Feet, which is included in the rent, using 0% amortization rate over the firm term of the five (5) years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 0% amortization rate.

10. All Tenant Improvements Security Requirements shall be updated by July 1, 2010 or 120 days after award.

11. The Government shall hereby pay the lessor annual rent for the entire term, monthly, in arrears, as follows:

<u>Term</u>	<u>RSF</u>	<u>Shell Rate</u>	<u>Operating Rate</u>	<u>TI Allowance</u>	<u>Rental Rate</u>	<u>Annual Rent</u>	<u>Monthly Rate</u>
07/01/2010 thru 06/30/2015	38,443	\$10.36	\$4.49	\$6.18	\$21.03	\$808,456.29	\$67,371.36
07/01/2015 thru 06/30/2020	38,443	\$13.51	\$4.49	\$0.00	\$18.00	\$691,974.00	\$57,664.50

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

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Montgomery, AL 36117-7024

12. The Government may terminate this lease in whole or in part at any time on or after June 30, 2015, 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.

13. In accordance with Paragraph 3.8 (Common Area Factor), the common area factor (CAF) is established as 1.15 %.

14. In accordance with Paragraph 3.4 (Operating Costs), the escalation base is established as \$5.166 per ANSI BOMI (\$4.492 per rentable) square feet.

15. In accordance with Paragraph 3.2 (Tax Adjustment), the percentage of occupancy by the Government is 37.2% based on Government occupancy of 38,443 rentable sq. ft. (33,429 BOMA usable sq. ft.) and total building area of 103,206 rentable sq. ft.
16. In accordance to Paragraph 3.11 (Adjustment for Vacant Premises), the adjustment is established at \$1.44 per ANSI BOMA (\$1.25 per rentable) square feet per block of space.
17. In accordance to Paragraph 7.3 (Overtime Usage), the rate for overtime usage is established at \$25.00 per hour per block of space.

Lease No. GS-04B-50038

Initials:


Lessor
Gov't