

US GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

May 18, 2010

LEASE NO. GS-04B- 50074

THIS LEASE, made and entered into this date by and between **Walnut Street Executive Center Partnership**Whose address is **PO Box 817, Florence, AL 35631-0817**

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 2,771 rentable square feet (RSF), consisting of 2,400 ANSI/BOMA Office Area Square Feet (ABOASF) of office and related space on the first floor of a one story building known at Walnut Street Executive Center, plus six reserved, on-site parking spaces, located at 204 South Walnut Street, Florence, Lauderdale County, AL 35630-5749

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 term beginning on

February 1, 2011

through

January 31, 2026

subject to

termination and renewal rights as may be hereafter set forth.

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

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE per RSF¹</u>	<u>RATE per ABOASF²</u>	<u>MONTHLY RATE</u>
2/1/11 - 1/31/26	\$49,739.45	\$17.95	\$20.72	\$4,144.95

Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rental by the rentable square footage set forth in Paragraph 1 above.

Note 2. The rate per ABOASF is determined by dividing the total annual rental by the ABOASF set forth in Paragraph 9.

4. The Government may terminate this lease, in whole or in part, at any time on or after 2/1/21, 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 date of mailing.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE per RSF</u>	<u>RATE per ABOASF</u>	<u>MONTHLY RATE</u>
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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.

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6. 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 ABOASF as noted in Paragraph 3 above, in accordance with Clause 27 (PAYMENT), GSA Form 3517B, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum ABOASF 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:

Walnut Street Executive Center Partnership
PO Box 817, Florence, AL 35631-0817

7. 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 Solicitation for Offers (SFO) No. 9AL2134.
 - B. Buildout in accordance with SFO No. 9AL2134. Design Intent Drawings (DIDs) does not apply as space is being accepted in its current configuration.
 - C. Lessor shall provide six (6) reserved on-site parking spaces. The cost of parking to the Government is at no additional cost.

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

- A. Solicitation for Offers No. 9AL2134. as amended by Amendment No. 1
- B. GSA Form 3517B entitled General Clauses (Rev. 11/05).
- C. GSA Form 3518 entitled Representations and Certifications (Rev. 1/07).
- D. Floor Plan entitled GSA SFO 9AL2134 by reference

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

LESSOR: **Walnut Street Executive Center Partnership**

BY Robert L. Potts for Renko, LLC
ROBERT L. POTTS (Authorized Signature)

(Signature)

IN THE PRESENCE OF:

Robert L. Potts
(Signature)

PO Box 2096, Florence AL 35630
(Address)

UNITED STATES OF AMERICA

BY Wanda B. Hardiman
(Signature)

CHERYL MILLER, CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official title)

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9. The premises described in Paragraph 1 of this Standard Form 2 shall contain 2,400 ABOASF of office and related space, as identified in SFO No. 9AL2134 plus 6 reserved spaces.
10. The rental rate in Paragraph 3 of this Standard Form 2 for the period February 1, 2011 through January 31, 2021 includes NO Tenant Improvements (TI). Space is being accepted in its current configuration.
11. In accordance with Paragraph 1.12 (Building Shell Requirements) of SFO No. 9AL2134, the annual shell cost is established as \$35,551.93 yielding \$12.83 per RSF (\$14.81 per ABOASF) which is inclusive of the rental rate in Paragraph 3 for the period 2/1/11 through 1/31/26.
12. In accordance with Paragraph 4.2 (Tax Adjustment) of SFO No. 9AL2134, the percentage of Government occupancy is established as 10.5885%, rounded to 10.6% (based on total building area of 26,170 RSF and the Government's occupancy of approximately 2,771 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.
13. In accordance with Paragraphs 4.3 (Operating Costs and Base) of SFO No. 9AL2134, the annual operating cost is established as \$14,187.52 yielding an escalation base of \$5.12 per RSF (\$5.91 per ABOASF) which is inclusive of the rental rate in Paragraph 3 for the period 2/1/11 through 1/31/21.
14. In accordance with Paragraph 4.1.C (Common Area Factor) of SFO No. 9AL2134, the common area factor (CAF) is established as 15.46% or 1.15458333, based on 2,771 RSF and 2,400 ABOASF.
15. In accordance with Paragraph 4.4 (Adjustment for Vacant Premises) of SFO No. 9AL2134, the rental rate reduction is established as \$2.00 per ABOASF.
16. In accordance with Paragraph 5.12 (Restoration Waiver) of SFO No. 9AL2134, the Lessor hereby waives all restoration rights.
17. In accordance with Paragraph 4.6, (Overtime Usage) of SFO No. 9AL2134, the hourly overtime usage for the entire space is established as \$10.00. Any area that may require 24 hour 7 day per week HVAC, e.g., LAN, ADP room will be provided by the Lessor at no charge.
18. In accordance with Paragraph 9.7 (Radon in Air) of SFO No. 9AL2134, the Lessor shall complete the short test before occupancy and the standard test not later than 90 days after occupancy, with results forwarded to the Contracting Officer. Any corrective action must be completed within 30 days after tests are completed at no additional cost to the Government. Re-testing is required with results

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forwarded to the Contracting Officer.

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 as required by SFO No. 9AL2134:
- A. Provision of emergency illumination in corridors, stairways, and office space.
 - B. Provision of exit lights in corridors.
 - C. Provision 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 must be corrected prior to occupancy and at no extra cost to the Government, including but not limited to the following as required by SFO No. 9AL2134:
- A. Door Entrances.
 - B. Exit Doors.
 - C. Parking Areas/Curb Cuts.
 - D. Restrooms.
 - E. Width of Exit Doors.
21. Within five (5) days of lease occupancy, the Lessor shall provide the tenant agency representative (with a copy forwarded to the GSA Government Representative), on site, a copy of the name and phone number of maintenance personnel in order that any cleaning, maintenance, janitorial, etc. problems can be rectified immediately.
22. In accordance with SFO No. 9AL2134, Paragraph 2.5, the Lessor and the Broker have agreed to a 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]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. The [REDACTED] balance which equates to [REDACTED] is to be paid to the broker as follows: One-hundred percent (100%) being paid to the broker is due and payable within 30 days after lease award. 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.

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