

**US GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE

10/4/11

LEASE NO.

GS-04B-61989

THIS LEASE, made and entered into this date by and between **RDC Properties, LLC**
whose address is **753 Broad Street Suite 505**
Augusta GA 30901-1383

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 approximately 2,360 rentable Square Feet/ 1.933 ANSI/BOMA of office, related space and 4 reserved parking spaces located at 801 Broad Street Augusta GA 30901-1383.

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 **September 1, 2011** THROUGH **August 31, 2021**, subject to termination rights as may be hereinafter 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 PRSF</u>	<u>RATE PUSF</u>	<u>MONTHLY RATE</u>
9/01/11 through 08/31/21	\$58,481.00	\$24.78	\$30.25	\$4,873.41

*Rates above are subject to
CPI

4. The Government may terminate this lease, in whole or in part, at any time on or after **August 31, 2016**, by giving the Lessor at least 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.

5. 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 ANSI BOMA usable square foot (PUSF) as noted in Paragraph 3 above, in accordance with Clause 27 (PAYMENT), GSA form 3517, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum BOMA usable square footage of 1,933 requested in SFO Paragraph 1.2, (Amount and Type of Space). Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

RDC Properties, LLC
753 Broad Street Suite 505
Augusta, GA 30901-1383

6. 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) 0GA2021

- B. Deviations to the approved space layouts furnished by GSA to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
- C. Lessor shall provide 4 reserved surface parking spaces at no additional cost to the Government, in accordance with SFO 0GA2021.
- D. DUNS: 190153580

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

- A. Solicitation for Offers 0GA2021.
- B. GSA Form 3518 entitled Representations and Certification (Rev.7/04).
- C. GSA Form 3517 entitled General Clauses (Rev.12/03).
- D. Floor plans, dated July 31, 2011.

10. In accordance with Paragraph 1.3c (Common Area Factor), the common area factor (CAF) is established as 1.22

11. In accordance with SFO 0GA2021 Paragraph 4.1(Tax Adjustment), the percentage of Government occupancy is established as 1.75%. (Based on Government occupancy of 2,360 rentable sq. ft. and total building area of 135,000 sq. ft.) 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 GSAF 3517, GENERAL CLAUSES.

12. 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 0GA2021.

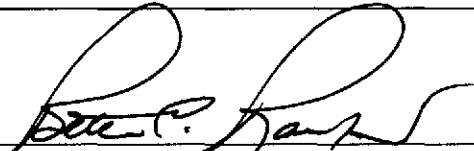
13. In accordance with SFO 0GA2021 Paragraph 4.2 (Operating Costs), the escalation base is established as \$5.65 per BOMA usable square foot (\$4.63 per rentable square foot).

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

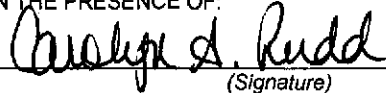
LESSOR:

Bettis C. Rainford, President

BY RDC Properties, LLC
Authorized Official, Title


(Signature)

IN THE PRESENCE OF:


(Signature)

108 1/2 Courthouse square
Edgefield, SC 29824
(Address)

UNITED STATES OF AMERICA

BY


(Signature)

CONTRACTING OFFICER

GENERAL SERVICES ADMINISTRATION
(Official title)

15. In accordance with Paragraph 4.5, (Overtime Usage), the rate for overtime usage is established as \$35.00 per hour for the entire space. Areas requiring 24 hour HVAC (LAN, etc.) shall be reimbursed based on actual usage separate from the rent by Reimbursable Work Authorization (RWA) annually.

16. 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

- A. Restrooms
- B. Exit Doors
- C. Parking Areas / Curb Cuts
- D. Door Entrances
- E. Width of Exit Corridors

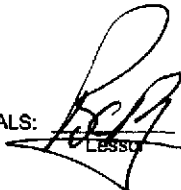

17. Radon Certification must be furnished within 30 days after award. Any corrective action must be completed within 30 days after tests are completed. Re-testing is required and results forwarded to the Contracting Officer.

18. In accordance with Paragraph 4.4 (Adjustment for Vacant Premises) of SFO No. 0GA2021, the rental rate reduction is established as \$1.39 per ABOASF (\$1.14 per RSF).

19. All fire and life-safety deficiencies must be corrected within 90 days after lease commencement at no extra cost to the Government, including but not limited to the following as required by SFO No. 0GA2021:

20. New Carpet, Paint, tile, wallpaper and Blinds to be installed within 135 after Days of lease commencement, which includes the moving and replacing of furniture.

INITIALS:

 & 
Lessor Govt