

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

11-9-2010 *11/30/2010*

LEASE NO.

GS-04B-61001

THIS LEASE, made and entered into this date by and between
VILLAGE DESIGN CENTER LLC

whose address is

1419 Silver Bluff Road
Aiken, SC 29803

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 agrees as follows:

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

A total of 3,281 Rentable Square Feet (RSF) of office and related space, which yields 2,646 ANSI/BOMA Office Area Square Feet (ABOASF) along with five (5) reserved parking spaces located on the second floor at Village Design Center, 230 Village Green Boulevard, Aiken (County of Aiken), as outlined on the demising plans labeled Exhibit "A" attached hereto and made a part hereof, to be used for such purposes as determined by the General Services Administration.

to be used for

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

June 1, 2011 through May 30, 2026, 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 is deleted in it's entirety and replaced with Paragraph 9.

4. The Government may terminate this lease at any time by giving at least DELETED 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 it's 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.

WKS
BS

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) No. 8SC2018.
- 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 8SC2018 and the design intent drawings.
- C. Buildout shall be in accordance with Solicitation for Offers 8SC2018 and Government approved design intent drawings.
- D. Deviations to the approved Design Intent Drawings reviewed and furnished by the Government to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the Government Contracting Officer.
- E. Lessor shall provide five (5) reserved, on-site secured parking spaces as part of the lease, at no additional cost to the Government, with the capability to provide one additional parking space over the lease term.

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

The General Provisions and Instructions

- A. Continuation of SF2, Lease No. GS-04B-61001 (Pages 1-3);
- B. SFO No. 8SC2018 (Pages 1-50) and Special Requirements (Pages 1-42)
- C. GSA Form 3517B entitled General Clauses (Rev. 06/08) (Pages 1-33)
- D. GSA Form 3518 entitled Representations and Certifications (Rev. 1/07) (Pages 1-7)
- E. Exhibit A-Floor Plan, Village Design Center, 2nd floor space and Exhibit B - Building Specific Security costs.

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

NONE

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

LESSOR

SIGNATURE

NAME OF SIGNER

W. Kent Baldwin

IN PRESENCE OF

SIGNATURE

NAME OF SIGNER

UNITED STATES OF AMERICA

NAME OF SIGNER

ROBERT E. SCOTT

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

WKB

9. 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>PRSF RATE¹</u>	<u>POASF RATE²</u>	<u>MONTHLY RATE</u>
9/01/2011 – 8/31/2016	\$79,350.99	\$24.19	\$29.99	\$6,612.58
9/01/2016 – 8/31/2021	\$85,404.43	\$26.03	\$32.28	\$7,117.04
9/01/2021 – 8/31/2026	\$83,140.54	\$25.34	\$31.42	\$6,928.38

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. The base rate years 1-5 is determined to be \$46,180.075 per annum (\$14.075 per rsf), the base rate years 6-10 is determined to be \$52,233.52 per annum (\$15.92 per rsf); the base rate years 11-15 is determined to be \$67,985.60 per annum (\$20.72 per rsf).

Note 2. The rate per ANSI/BOMA office area square foot (ABOASF) is determined by dividing the total annual rental by the ABOASF set forth in Paragraph 1. The Base Rate years 1-5 is determined to be \$46,180.075 per annum (\$17.45 per ABOASF); the base rate years 6-10 is determined to be \$52,233.52 per annum (\$19.74 per ABOASF); the base rate years 11-15 is determined to be \$67,985.60 per annum (\$25.69 per ABOASF).

10. Paragraph 4 is deleted in its entirety and should read as follows: The Government may terminate this lease in whole or in part at any time on or after September 1, 2021 by giving at lease sixty (60) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computing commencing with the day after the date of mailing.

11. 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 ABOASF as noted in Paragraph 9 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:

Village Design Center LLC
 1419 Silver Bluff Road
 Aiken, SC 29803

12. The DUNS number for leasing entity is 829726616.

13. In accordance with the Building Specific Security costs, the specific building security costs are established as \$49,321.00, \$2.237 per ABOASF (\$1.804 per RSF), per Exhibit A attached and hereby made a part of this lease.

14. The rental set forth in Paragraph 9 of this Lease Agreement is based upon the Lessor providing a tenant improvement allowance of \$92,888.013 to be amortized over the ten year firm term of the Lease at a rate of 5.5% (\$3.687 per rsf; \$4.572 per ABOASF). In accordance with Solicitation for Offers 8SC2018 Paragraph 3.3, Tenant Improvements Rental Adjustment, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.

INITIALS: WKB & NS
 Lessor & Govt

- 15. In accordance with Paragraph 4.1 (Measurement of Space) of SFO No. 8SC2018, the common area factor (CAF) is established as 24% or 1.24, based on 3,281 RSF and 2,646 ABOASF.
- 16. In accordance with Paragraph 4.2 (Tax Adjustment) of SFO No. 8SC2018, the percentage of Government occupancy is established as 14.55% (based on total building area of 22,549 RSF and the Government's occupancy of approximately 3,281 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.
- 17. In accordance with Paragraph 4.3 (Operating Costs) of SFO No. 8SC2018, the escalation base is established as \$5.727 per ABOASF (\$4.619 per RSF), \$15,153.76 per annum.
- 18. In accordance with Paragraph 4.4 (Adjustment for Vacant Premises) of SFO No. 8SC2018, the rental rate reduction is established as \$5.727 per ABOASF (\$4.619 per RSF).
- 19. In accordance with Paragraph 4.6, (Overtime Usage) of SFO No. 8SC2018, the rate for overtime usage is established as \$6.50 per hour per space beyond the Normal Hours (SFO No. 8SC2018 Paragraph 4.5) of operation of 7:00 AM to 5:00 PM Monday through Friday. Areas (LAN room, etc.) requiring 24/7 HVAC will be provided at a rate of \$1.00 per rsf.
- 20. Cleaning services requiring access to the Government's leased space shall be performed during normal operating hours in accordance with SFO No. 8SC2018 Paragraph 4.8, Janitorial Services.
- 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 No. 8SC2018, the SF-2 shall take precedence.
- 22. In accordance with the SOLICITATION FOR OFFERS 8SC2018, Paragraph 2.2, 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: Fifty percent (50%) is due and payable within 30 days after lease award and the remaining fifty percent (50%) is payable at occupancy.

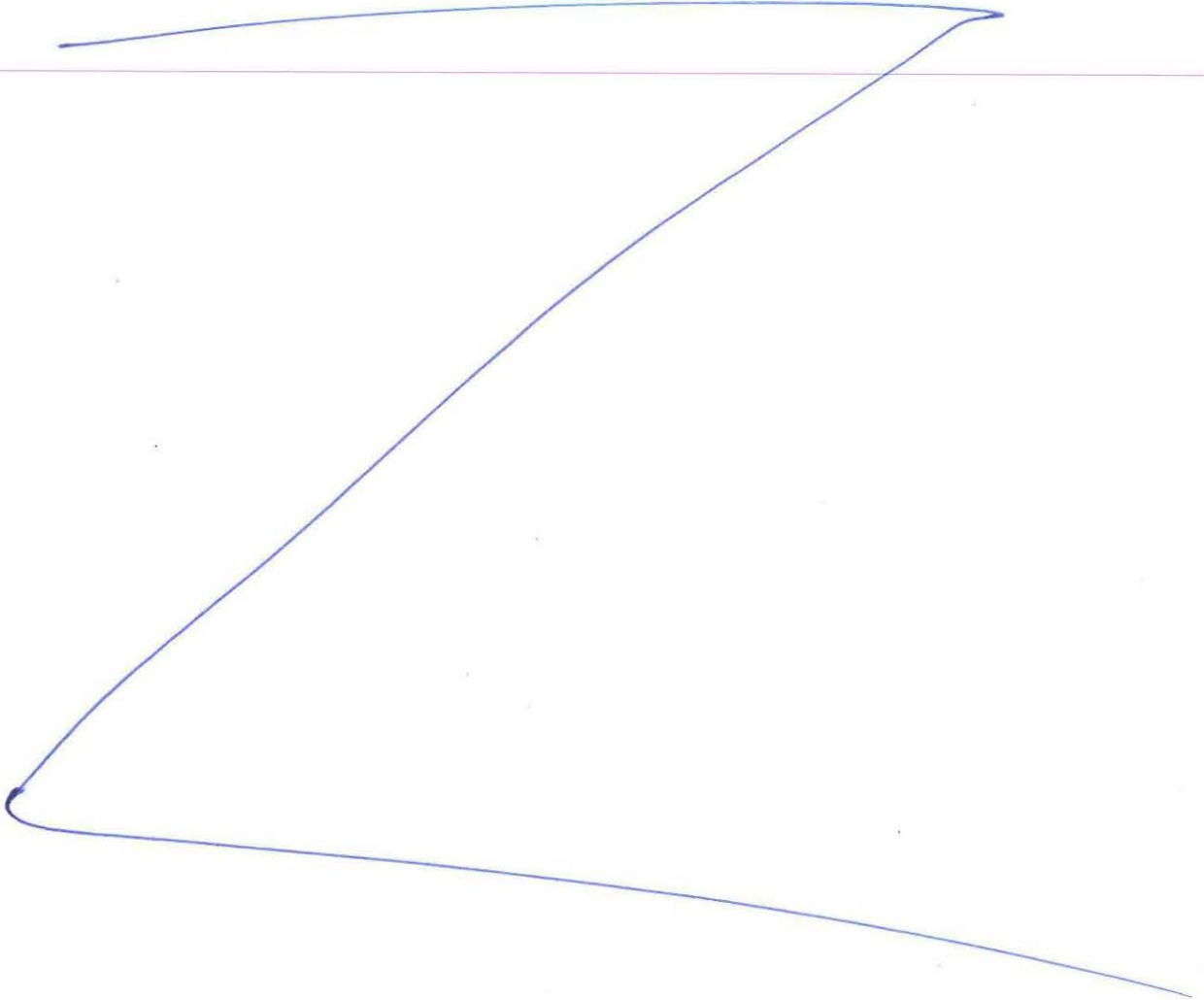
Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

INITIALS: WBS & [Signature]
Lessor Gov't

First Month's Rental Payment \$6,612.58 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$6,612.58 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$6,612.58 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.



INITIALS: UB & NS
Lessor Gov't