

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

3/8/10

LEASE NO.

GS-04B-50047

THIS LEASE, made and entered into this date by and between ACP Peachtree Center, LLC

whose address is: 225 Peachtree Street  
Suite 200  
Atlanta, GA 30303-1504

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 8,360 rentable square feet (RSF) of office and related space, which yields 7,011 ANSI/BOMA Office Area square feet (USF) located at 225 Peachtree Street in Atlanta, GA 30303-1504 as outlined on the demising plans labeled Exhibit "A" attached hereto and made a part hereof, together with 3 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 ten (10) years, five (5) 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 April 1, 2010.

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

Term	Annual Rent	RATE Per RSF	RATE Per ABOASF	Monthly Rent
4/1/2010-3/31/2015	\$184,254.40	\$22.04	\$26.28	\$15,354.53
4/1/2015-3/31/2020	\$184,254.40	\$22.04	\$26.28	\$15,354.53

The above annual rent is inclusive of the annual operating rental rate indicated in Paragraph 4.3 of this lease contract.

3. 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:

ACP Peachtree Center, LLC  
c/o Eola Capital, LLC  
225 Peachtree Street  
Suite 200  
Atlanta, GA 30303-1504

4. The DUNS number for leasing entity, is 791562387

LESSOR

SIGNATURE

Lessor

NAME OF SIGNER

HENRY PRA

ADDRESS

One Independent Dr., Suite 1850

NAME OF SIGNER

JACKSONVILLE FL 32202

IN THE PRESENCE OF (SIGNATURE)

Melissa Herkert

NAME OF SIGNER

Melissa Herkert

UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER

Pamela Murphy

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

5. The Government may terminate this lease in whole or in part at any time after the *fifth (5<sup>th</sup>)* 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.
6. The following are attached and made a part hereof:
  - A. SF-2 Portion of the Lease (Page 1-3)
  - B. Solicitation for Offers 8GA2231 dated 9/9/2009; (Pages 1-41)
  - C. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05) (Pages 1-21)
  - D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07) (Pages 1-7)
  - E. Commission Agreement dated November 12, 2009 (Pages 1-2)
7. 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 8GA2231.
  - 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 8GA2231 and the design intent drawings.
  - C. Build out shall be in accordance with Solicitation of Offers 8GA2231 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 three (3) parking spaces at no additional cost to the Government in accordance with Solicitation for Offers 8GA2231.
8. The rental set forth in Paragraph 2 of this Lease Agreement is based upon the Lessor providing a tenant improvement allowance of \$268,451.19 to be amortized through the rent over the firm term of the Lease (60 months) at the rate of 8%. (\$7.81 PRSF / \$9.32 PABOASF). In accordance with Solicitation for Offers 8GA2231 paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.
9. In accordance with Solicitation for Offers 8GA2231 paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.1924 (8,360 RSF / 7,011 ABOASF).
10. In accordance with Solicitation for Offers 8GA2231 paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 2.727%.
11. In accordance with Solicitation for Offers 8GA2231 paragraph 4.3, *Operating Costs*, the escalation base is established as \$49,802.04 (\$7.103 (rounded) per ABOASF per annum/ \$5.957 (rounded) per RSF).
12. In accordance with Solicitation for Offers 8GA2231 paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$1.55 per ABOA for vacant space (rental reduction).
13. In accordance with Solicitation for Offers 8GA2231 Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$45.00 per hour beyond the *Normal Hours* (Solicitation for Offers 8GA2231 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.
14. Cleaning services requiring access to the Government's leased space shall be performed in accordance with Solicitation for Offers 8GA2231 paragraph 4.8, *Janitorial Services*.
15. 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 8GA2231, the SF-2 shall take precedence.
16. In accordance with Solicitation for Offers 8GA2231 paragraph 2.2, *Broker Commission and Commission Credit*, Studley is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of the [REDACTED] percent 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 Studley when the Lease is awarded. The remaining \$26,569.48 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. The total annual shell rent is \$69,133.69, which equals \$5,761.14 per month.

INITIALS: ADP LESSOR & [Signature] GOV'T

First month's shell rental payment of \$5,761.14 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's shell rent).

Second month's rental payment of \$5,761.14 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's shell rent).

Third month's rental payment of \$5,761.14 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted third month's shell rent).

Fourth month's rental payment of \$5,761.14 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted fourth month's shell rent).

Fifth month's rental payment of \$5,761.14 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted fifth month's shell rent).

17. (RIDER) The Government may sublet any part of the Premises or assign the Lease, but shall not be released from any obligations under this Lease by reason of subletting or assignment. In any assignment or subletting, the tenant shall be subject to prior written consent of lessor
18. (RIDER) The Government shall have the right during the existence of the Lease to make alterations, additions or improvements, attach fixtures, and erect structures or signs in or upon the Premises hereby provided the Government shall first have obtained the prior written consent of the Lessor which shall not be unreasonably withheld. The Lessor shall have ten (10) working days from receipt of such notice from the Government regarding such alterations, fixtures or signs. The Lessor's failure to respond to the Government with those ten (10) working days shall constitute Lessor's automatic approval. All alterations, additions or improvements performed by the Government shall comply with all applicable laws, regulations, and codes. Any increased costs associated with the leased Premises as a result of such alterations, additions or improvements, fixtures, structures or signs, shall be paid for by the Government.
19. (RIDER) The Government shall submit written notice to the Lessor of any default by Lessor during the term of the Lease. Prior to the Government initiating any remedy in case of such default by Lessor, as defined in Form 3517B, the Government shall notify the Lessor, and any applicable lender, of the default in writing. The Lessor shall be afforded a reasonable period of time (not less than thirty (30) days after receipt of such notice) to cure any default in lieu of Lessor doing so. Any such lender or lessor cure shall be accepted by Government upon proof of corrected action and/or Government's testing and inspection/acceptance of cured action. Government has the right to perform its own testing should the cure involve life safety or health issues to confirm that the corrective action has been appropriately taken.
20. (RIDER) Pursuant to SFO Section 10.0 Lease Security Standards, should the Government determine that the building requires additional or increased security measures, the cost of implementing and maintaining said measures shall be provided at the sole cost of the Government or utilized by the Tenant Improvement Allowance, including potential increases in operating costs. All additional security measures implemented shall require the consent of Lessor, which shall not be unreasonably withheld.

INITIALS: [Signature] LESSOR & [Signature] GOVT