

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY**

DATE OF LEASE *10/1/11*

LEASE NO. LGA61110

THIS LEASE, made and entered into this date by and between **DRA CRT CHAMBLEE CENTER, LLC**, a Delaware limited liability company

whose address is 2951 Flowers Road South, Suite 220  
Atlanta, GA 30341-5533

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 49,890 ANSI/BOMA Office Area Square Feet (55,877 Rentable Square Feet) of office space on the first, second and third (1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>th</sup>) floors in the Tulane Building located at 2888 Woodcock Boulevard, Atlanta, Georgia 30341-4002 as depicted on the demising floor plan labeled Exhibit "A" attached hereto and made a part hereof, together with ten (10) reserved, onsite surface parking spaces."

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for ten (10) years firm subject to termination rights as may be hereinafter set forth. The Lessor shall deliver the premises to the Government substantially complete June 1, 2012 or within one hundred eighty(180) working days from the Government's issuance of the Notice to Proceed."

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

<u>TERM</u>	<u>ANNUAL TOTAL RENT</u>	<u>RATE PER RSF</u>	<u>ANNUAL SHELL RENT</u>	<u>ANNUAL OPERATING EXPENSE</u>	<u>ANNUAL TENANT IMPROVEMENT</u>	<u>MONTHLY RENT</u>
Years 1-5**	\$1,251,644.80	\$22.40	\$814,358.74	*\$263,673.64	\$173,612.42	\$104,303.73
Years 6-10	\$1,078,032.38	\$19.29	\$814,358.74	\$263,673.64	\$0.00	\$89,836.03

\*Operating costs subject to annual CPI adjustments throughout the lease term.

\*\*Actual occupancy will be determined upon completion, inspection and acceptance of the TI alterations and all items identified in Paragraph 11 herein but no later than 6/1/2012. If certificate of occupancy is obtained a copy will be required and Government acceptance will be dependent upon this certification, minimal punch and no life safety issues identified causing a delay in occupancy."

**LESSOR:**

**DRA CRT Chamblee Center, LLC**, a Delaware limited liability company

By: Mez DRA CRT LLC, By: CRT OP LLC, By: DRA CRT Acquisition Corp., its managing member

SIGNATURE *Jean Marie Apruzzese*

NAME OF SIGNER **Jean Marie Apruzzese**

ADDRESS *2888 Woodcock Boulevard, Atlanta, GA 30341-4002*

*Vice President*

IN THE PRESENCE OF (SIGNATURE) *Yvonne Alexander*

NAME OF SIGNER *Yvonne Alexander*

**UNITED STATES OF AMERICA**

SIGNATURE *Pamela W. Murphy*

NAME OF SIGNER **Pamela W. Murphy**

OFFICIAL TITLE OF SIGNER  
**GENERAL SERVICES ADMINISTRATION CONTRACTING OFFICER**

- "4. 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 one hundred twenty (120) 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. 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 3517B, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum ABOASF requested in Paragraph 1.1 (Amount and Type of Space). Rent for a lesser period shall be prorated. Rent shall be made payable to:

PNC Bank  
DRA CRT CHAMBLEE CENTER LLC



- "6. The DUNS number for DRA CRT Chamblee Center, LLC is 623417966. Tax ID number [REDACTED]."
- "7. The following are attached and made a part hereof:
- A. SF-2 Portion of Lease No.LGA61110
  - B. Continuation of SF-2, LGA61110
  - C. Solicitation for Offers 8GA2197 dated August 25, 2010 including attached [REDACTED] Special Requirements
  - D. SFO Amendment No. 1 dated December 3, 2010
  - E. SFO Amendment No. 2 dated May 17, 2011
  - F. GSA Form 3517B (rev. 11/05)
  - G. GSA Form 3518 entitled Representation and Certifications (Rev. 1/07)
  - H. Demising floor plan labeled Exhibit A (3 pages)"
- "8. 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 8GA2197.
  - B. All labor, materials, equipment, design, professional 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 8GA2197.
  - C. Build out shall be included in accordance with the Solicitation for Offers 8GA2197 and Government approved design intent drawings. The Lessor will provide design intent drawings to the Government within one hundred eighty (180) working days subsequent to lease award. All tenant alterations to be completed within one-hundred eighty (180) working days from receipt of the Government's Notice to Proceed for tenant improvements or the lease effective date identified under Paragraph 2, whichever is later. *Beneficial Occupancy shall be established upon space acceptance and accomplished under a subsequent Supplemental Lease Agreement.*
  - 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 or Contracting Officer's Designee. Should the Lessor make changes without approval, the Government will not be responsible for the cost of those changes and the Lessor will not be reimbursed."
- "9. The rental set forth in Paragraph 3 of this Lease Agreement for the period 6/1/2012 – 5/31/2017 includes all Tenant Improvements (TI). In accordance with Solicitation for Offers 8GA2197, Paragraph 3.3, *Tenant Improvement Rental Adjustment*, the TI allowance provided in the lease is \$15.00 per ABOASF, or a total of \$748,350.00 amortized at an interest rate of 6% over five (5) years yielding an annual cost of \$173,612.42 at a rate of \$3.11 per RSF rounded (\$3.48 ABOASF rounded). The TI allowance will be used to construct the interior space in accordance with the approved DID's provided by the Lessor. If the TI cost exceeds \$15.00 per ABOASF (for up to 49,890 ABOASF), the balance may be paid in lump sum or amortized into the rent, \$31.91 per ABOASF maximum limit for the Tenant Improvement at the discretion of the Government. If the entire TI allowance of \$15.00 per ABOASF is not used, the Government will adjust the rental rate downward to off-set the difference. The Lessor understands, in lieu of Cost and Pricing Data, his contractor or each of his sub-contractors shall solicit three (3) bids for work completed as part of the initial tenant alterations, e.g., for electrical, plumbing, etc. The

INITIALS: GMA LESSOR & Jum GOV'T

lowest responsive bid will be accepted. This does not apply to the shell build-out. Two rooms, an employee break room on the 3<sup>rd</sup> floor and a mail room on the 1<sup>st</sup> floor will be added and included in the total square footage as provided in Paragraph 1 of this Lease Agreement. Leased space to be painted and new carpet installed using the Tenant Improvement allowance provided in the SFO. A mutually agreeable schedule for this work to be performed will be negotiated. Phased work will be required and Lessor is responsible for all including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture. All work shall be done after normal working hours as defined elsewhere in this SFO."

- "10. The following Tenant Improvement Fee Schedule is incorporated into this lease (GSA Offer Form 1364 dated 2/21/11, Box 26). The General Conditions fee is 6.5%; General Contractor's fee is 8.5%; Architectural fee is \$1.65 per ABOASF & Project Management fee is 3%."
- "11. In accordance with Solicitation for Offers 8GA2197, Paragraph 1.12 (Building Shell Requirements), the annual shell cost is established as \$814,358.74 yielding \$14.57 per RSF (\$16.32 per ABOASF) which is included in the rental rate in Paragraph 3 for period 6/1/2012 – 5/31/2022, years 1-10 of the lease. Shell rate includes the costs to comply with all SFO requirements including Architectural Barriers Act Accessibility Standard (ABAAS), Life/Safety, Energy Star and Pre-Lease Security, including the installation of security window film."
- "12. In accordance with Solicitation for Offers 8GA2197, Paragraph 4.1, *Measurement of Space*, the common area factor (CAF) is established as 1.12 rounded or 12%, based on 55,877 rentable square feet and 49,890 ABOASF."
- "13. In accordance with Solicitation for Offers 8GA2197, Paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 100% based on Government occupancy of 55,877 rentable square feet and total building area of 55,877 rentable square feet. 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."
- "14. In accordance with Solicitation for Offers 8GA2197, Paragraph 4.3, *Operating Costs*, the annual operating cost is established as \$263,673.64 yielding an escalation base of \$4.7188 per rentable square foot (\$5.2851 ABOASF) which is included in the rental rate in Paragraph 3 for the period 6/1/2012 – 5/31/2022, years 1-10 of the lease."
- "15. In accordance with Solicitation for Offers 8GA2197, Paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$1.57 per rentable square feet (\$1.76 per ABOASF)."
- "16. In accordance with Solicitation for Offers 8GA2197, Paragraph 4.6, *Overtime Usage*, the cost for overtime utilities is established to be \$25.00 per hour per HVAC unit required. Areas requiring 24/7 HVAC, beyond the normal hours of operation, will be sub-metered and based on actual usage costs."
- "17. In accordance with Solicitation for Offers 8GA2197, Paragraph 4.8, *Janitorial Services*, cleaning services requiring access to the Government's leased space shall be performed **during** tenant working hours. Personnel performing cleaning services shall be employed with a licensed company. The employing company shall ensure that the employee is bonded and has been fingerprinted and a local agency check for a criminal record is completed."
- "18. In accordance with Solicitation for Offers 8GA2197, Paragraph 5.14, *Waiver of Restoration*, the Lessor hereby waives all restoration rights."
- "19. In accordance with Solicitation for Offers 8GA2197, Paragraph 6.1, *Accessibility*, the Lessor **will fully renovate the restrooms** in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply. The cost of renovations included in the shell rate as provided in Paragraph 3 of this Lease Agreement."
- "20. In accordance with Solicitation for Offers 8GA2197, Paragraph 9.7 (Radon in Air), a Radon Certification must be furnished within 150 days after award. Any corrective action must be completed within 30 days after tests are completed at no additional costs to the Government. If re-testing is required, results shall be forwarded to the General Services Administration Contracting Officer."
- "21. In accordance with Solicitation for Offers 8GA2197, Paragraph 9.8 (Radon in Water), if the water source is not from a public utility, the Lessor shall demonstrate that water provided in the leased space is in compliance with

INITIALS: GMA LESSOR & JAW GOV'T

EPA requirements and shall submit certification to the Contracting Officer prior to the Government occupying the space."

- "22. In accordance with Solicitation for Offers 8GA2197, Paragraph 10.9, *Building Security Plan* and Paragraph 10.25, [REDACTED] *Requirements*, the Lessor shall provide a Pre-Lease Building Security Plan in compliance with the lease security standards, including installation of security window film. The Pre-Lease Building Security Plan will be certified by a licensed engineer and submitted to the Government upon substantial completion of the building, **prior to lease commencement.**"
- "23. Wherever the words "offeror" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "solicitation for offers", or "SFO" appear in this lease, they shall be deemed to mean "this lease"; wherever the words "space offered for lease" appear in this lease, they shall be deemed to mean "leased premises."
- "24. If, during the term of this lease including extensions, title to this property is transferred to another party either by sale, foreclosure, condemnation or other transaction, the Lessor (transferor) shall promptly notify the Contracting Officer of said transfer. The following information shall accompany this notification:
- A. A certified copy of the deed transferring title to the property from the Lessor to the new owner.
  - B. A letter from the new owner assuming, approving, and agreeing to be bound by the terms of this lease.
  - C. A letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of the transfer.
  - D. The new owner's tax identification number (TIN#) or social security number.
  - E. The new owner's DUNS#
  - F. The new owner's full legal name. If a corporation, indicate the state of incorporation. If a partnership, list all parties fully. If a limited partnership, list all general partners and identify under the laws of which state the limited partnership is created. If a realty trust, give names of all trustees and the recording date of the trust.
  - G. A Novation Agreement.
  - H. The new owner must provide a new GSA Form 3518.

The foregoing information must be received by the fifteenth day of the month in which the transfer of title will be affected. The rent for that month, adjusted in accordance with the effective date of the transfer will be processed to the Lessor. Initial rental payment, including the applicable portion of rent for the month during which the transfer occurred, to the new owner will be processed on the first day of the month following the transfer of title. If the notification of transfer and related information is not received until the sixteenth day of the month (or later), in which the transfer of title will be affected, the full contract rental for that month will be forwarded to the Lessor. In any instance, failure to submit the documentation required for transfer of title will result in a stop payment of rent until such time as all documentation is received by the Contracting Officer."

- "25. Within 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 taken care of immediately."
- "26. 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 SFO, the SF-2 shall take precedence."

In accordance with Solicitation for Offers 8GA2197, Paragraph 2.5, *Broker Commission and Commission Credit*, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of first month's rent plus [REDACTED] percent for the remaining aggregate lease value of the firm term, ten (10) years, of the lease ("Commission"). The total amount of the Commission is [REDACTED]. The Lessor shall pay the Broker no additional commission associated with this lease transaction. In accordance with Solicitation for Offers 8GA2197, Paragraph 2.5, *Broker Commission and Commission Credit*, 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 equating to [REDACTED] is to be paid to the Broker. 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

INITIALS: gmm LESSOR & gmm GOV'T

premises leased pursuant to the Lease or the commencement date of the Lease. If the entire Tenant Improvement allowance of \$15.00 per ABOASF is not used or if additional Tenant Improvement costs are incurred up to a maximum limit of \$31.91 per ABOASF to be included in the rent, the Government will adjust the rental rate to off-set the difference and the second half of the commission payment due to the Broker shall be adjusted accordingly and captured under a subsequent Supplemental Lease Agreement.

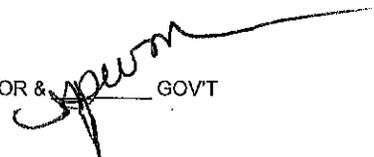
Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for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

First Month's Rental Payment \$104,303.73 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$104,303.73 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent;

Third Month's Rental Payment \$104,303.73 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent."

INITIALS:

 LESSOR &  GOVT