

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE:

LEASE NO: **GS-O4B-61021**

THIS LEASE, made and entered into this date by and between MRE Powers Ferry, LLC

Whose address is: 101 Marietta Street, Suite 3175
Atlanta, Georgia 30303-2736

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:

GSA will occupy Suite 330 and pay rent on a total of 4,025 Rentable Square Feet (RSF) of office and related space (3,500 ANSI/BOMA Office Area Square Feet (OASF) at 1899 Powers Ferry Road, Atlanta, Georgia 30339-5620. Thirteen (13) on-site reserved parking spaces are to be provided at no extra cost to the Government. Please note that Suite 330 actually measures 4,062 RSF and 3,532 ANSI/BOMA OASF. The additional square footage is being given to the government free of charge.

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 than ninety (90) working days subsequent to the Government's approval of design intent drawings.
3. The Government shall pay the lessor annual rent for the entire term, monthly, in arrears, as follows:

TERM	Annual Rent	PRSF RATE	MONTHLY RATE
Months 1-60	\$89,717.25	\$22.29	\$7,476.44
Months 61-120	\$82,391.75	\$20.47	\$6,865.98

The above annual rent is inclusive of the annual operating rental rate indicated in Paragraph 11 of this lease contract.

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 feet (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:

MRE Powers Ferry, LLC
101 Marietta Street, Suite 3175
Atlanta, GA 30303-2736

4. The DUNS number for leasing entity is 829347462
5. The Government shall have a one time option to terminate this lease in whole or in part on the fifth (5th) anniversary of the Commencement Date for the lease by giving at least ninety (90) days' prior written notice to the Lessor and no rental shall accrue after the effective date of termination unless the GSA is still occupying the space. Said notice shall be computed commencing with the day after the date of mailing.

LESSOR

Signature

Name of Signer

Kevin Oats, COO

ADDRESS

In the Presence of (Signature)

Name of Signer

Jeff Shaw, President

UNITED STATES OF AMERICA

Signature

Name of Signer

Darnell Chavis

OFFICIAL TITLE OF SIGNER: Contracting Officer

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PRESCRIBED BY GSA - FPR (41 CFR) 1-16.60

6. The Following are attached and made a part hereof:
 - a. SF-2 Portion of the Lease (Page 1-3)
 - b. Solicitation for Offers OGA2009 dated 9/14/2010 (Pages 1-46), and Special Requirements attachment entitled "Scope of Work Build Out Of New Space In Atlanta, GA" (Pages 1-4)
 - c. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05) (Pages 1-2)
 - d. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07) (Pages 1-7)
 - e. Exhibit A – Base Floor Plan
 - f. Commission Agreement dated September 14, 2010 (Pages 1-3)
 - g. GSA Form 1364 and it's attached Exhibit B.
7. Lessor Shall furnish to the Government, as part of rental consideration, the following:
 - a. Those facilities, services, utilities, and maintenance in accordance with Solicitation for Offers OGA2009.
 - 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 Solicitation for Offers OGA2009 and the design intent drawings.
 - c. Build out shall be in accordance with Solicitation for Offers OGA2009 and Government approved design intent drawings.
 - d. 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.
8. The rental set forth in Paragraph 2 of this Lease Agreement is based upon the Lessor providing a tenant improvement allowance of \$125,199.90 to be amortized through the rent over the firm term of the Lease (60 Months) at the rate of 0.0%. Pursuant to this calculation, the portion of the annual rent amortized as annual tenant improvement rental is \$25,039.98 per annum or \$2,086.67 per month. In accordance with Solicitation for Offers OGA2009 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 OGA2009 paragraph 4.1, *Measurement of Space*, the common area factor is established as 15% or 1.15 (4,025 RSF / 3,500 USF).
10. In accordance with Solicitation for Offers OGA2009 paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 4.62%. (Based on Government occupancy of 4,025 rentable square feet and total building area of 87,135 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 ABOA square feet stated in the SFO, and in accordance with GSA Form 3517, GENERAL CLAUSES.
11. In accordance with Solicitation for Offers OGA2009 paragraph 4.3, *Operating Costs*, the escalation base is established as \$5.24 per rentable square foot per annum (\$6.03 per ABOA square feet). Operating expenses will be subject to annual cost of living adjustments as outlined in Solicitation for Offers OGA2009 paragraph 4.3.
12. In accordance with Solicitation for Offers OGA2009 paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$1.00 per rentable square foot for vacant space (rental reduction).
13. In accordance with Solicitation for Offers OGA2009 paragraph 4.6, *Overtime Usage*, the rate of overtime usage is established as \$35.00 per hour beyond the *Normal Hours* (Solicitation for Offers OGA2009 paragraph 4.5) of operation. Building hours of operation are from 8:00 am to 6:00 pm, Monday – Friday and from 9:00 am to 1:00 pm on Saturday.
14. The LAN/TELECOM ROOM must have a supplemental HVAC which will be monitored through a separate electric meter and billed separately from the standard utilities. The Government shall pay for all costs associated with the installation of a supplemental unit using it's TI Allowance. Lessor will provide at the lessor's expense periodic inspections and a maintenance contract for the supplemental unit.
15. Cleaning services requiring access to the Government's leased space shall be performed in accordance with Solicitation for Offers OGA2009 paragraph 4.8, *Janitorial Services*.
16. "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 conflict between the SF-2 and the Solicitation for Offers OGA2009 SF-2 shall take precedence."
17. [REDACTED] shall be provided by the Lessor in accordance with Solicitation for Offers OGA2009 paragraph 10.15, [REDACTED] *Protection Requirements*. This cost is included in the shell rate.
18. The lessor hereby waives restoration.

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19. In no event shall the lessor enter into negotiations concerning the space leased, with representatives of Federal Agencies, other than the Contracting Officers and their designated representatives of the General Services Administration.
20. 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 must be forwarded to the Contracting Officer.
21. In accordance with Solicitation for Offers OGA2009 paragraph 2.2, *Broker Commission and Commission Credit*, Smith Real Estate Services, Inc (SRES) on behalf of CB Richard Ellis is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and SRES have agreed to a cooperating lease commission equal to [REDACTED] of the Aggregate Lease Value for the initial 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 2.2, only [REDACTED], which is [REDACTED] of the Commission, will be payable to SRES, when the Lease is awarded. The remaining [REDACTED], 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.

First Month's rental payment of \$7,476.44 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Second Month's rental payment of \$7,476.44 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

Third Month's rental payment of \$7,476.44 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted third month's rent).

The commission calculation above is correct provided that the rental amount does not change due to an adjustment in the final rentable per square foot rate of \$22.29 for years 1-5 of the lease term. If the final rental amount is adjusted, then the commission shall be adjusted accordingly.

-LAST ITEM-

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STANDARD FORM 2 (REV. 12/2006) CONTINUATION