

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

DATE OF LEASE

*August 31, 2011*

LEASE NO.

GS-07B-16993 (LTX16993)

THIS LEASE, made and entered into this date by and between **ROOKER PROPERTIES, LLC**

whose address is: 4920 North Royal Atlanta Drive  
Tucker, GA 30084-3031

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 46,785 rentable square feet (RSF) of office and related space, which yields 42,901 ANSI/BOMA Office Area square feet (USF) of space on the second and third floors of the building located in Cedar Bend Professional Center, at 12309 N. Mopac Expressway, Austin, TX 78758-2403 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are one hundred and eighty (180) on-site surface parking spaces, including ten (10) reserved spaces, for the exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on beginning on the date the Government accepts the premises as substantially complete which shall be the later of: (1) 120 calendar days after the Contracting Officer issues the Tenant Improvement Notice to Proceed, or (2) August 1, 2012, and continuing for ten (10) years, ten (10) years firm, subject to termination and renewal rights as may be hereinafter set forth. Actual lease term dates will be established by Supplemental Lease Agreement.

3. The Government shall pay the Lessor a total annual rent of \$1,497,136.31, paid monthly in arrears for Years 1 - 10. This includes an annual operating rent of \$192,974.00.

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

**ROOKER PROPERTIES, LLC**  
4920 North Royal Atlanta Drive  
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~~4. The Government may terminate this lease in whole or in part at any time after the tenth (10<sup>th</sup>) year by giving at least ninety (90) 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 rentals:~~

~~Provided notice shall 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.~~

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 SFO 7TX2808 dated January 12, 2011.

B. Buildout in accordance with standards set forth in the SFO 7TX2808 dated January 12, 2011, and the Government's Design Intent Drawings.

C. The Lessor hereby waives restoration of the leased premises.

D. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.



7. The following are attached and made a part hereof:
  - A. Solicitation for Offers 7TX2808 dated January 12, 2011 (Pages 1-57);
  - B. Special Requirements Internal Revenue Service (Pages 1-4);
  - C. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/05) (Pages 1-33);
  - D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07) (Pages 1-7);
  - E. Exhibit A – Legal Description
  - F. Exhibit B – Floor Plans
  - G. Exhibit C – Reserved Parking Site Plan
  
8. The following changes were made in the lease prior to its execution:

Paragraphs 4 and 5 are intentionally omitted and have been struck through.
  
9. Rent includes a Tenant Improvement Allowance of \$1,218,675.84 to be amortized through the rent over the full term of the Lease. The full term is 120 months at the rate of 6.0%. In accordance with SFO Paragraph 3.3 *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.
  
10. In accordance with Paragraph 2.6 (Broker Commission and Commission Credit), Studley, Inc. ("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 ██████ of the firm term value of this lease ("Commission"). The total amount of the Commission is ██████. 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 2.6, only ██████ which is ██████ of the Commission, will be payable to Studley when the Lease is awarded. The remaining ██████, which is ██████ of the Commission ("Commission Credit"), shall be credited to the Government.

The reduction in shell rent shall commence with the first full month of the rental payments and continue until fully captured.
  
11. In accordance with SFO Paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.0905 (46,785 RSF / 42,901 USF).
  
12. In accordance with SFO Paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 66.69% (46,785 RSF / 70,157 RSF).
  
13. In accordance with SFO paragraph 4.3, *Operating Costs Base*, the escalation base is established as \$192,974.00 per annum.
  
14. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$3.50 USF for vacant space (rental reduction).
  
15. In accordance with the SFO paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$40.00 per hour beyond the normal hours of operation of 6:30AM to 4:30PM. Areas that require 24/7 is established as \$0.00 per hour per rsf.
  
16. The Lessor hereby forever and unconditionally waives any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this lease or any extensions. Alterations completed by either the Government or Lessor including initial build out of the lease space and/or any subsequent modifications required during the lease period. At the Government's sole discretion alterations will remain in the leased space after termination of the Lease contract and will become property of the Lessor.
  
17. The Lessor shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the officers or employees of the U.S. General Services Administration or personnel authorized by the Contracting Officer.

- 18. Unauthorized Improvements: All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. This contract is between GSA and Rooker Properties, LLC. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the term of the lease agreement or authorized in writing by the GSA Contracting Officer. **If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation if the improvements remain in place after the Government's acceptance of the space.**
- 19. Section 10.12 "Entry Security: Security Guards (NOV 2005), and Section 10.20 (A) "Control of Parking Areas" are deleted without substitution.
- 20. Fees applicable to Tenant Improvements shall not exceed:
  - General Conditions – 4%
  - General Contractor – 10%
  - Architectural/Engineering – 6%
  - Lessor Project Management Fee – 6%

Lessor:		
SIGNATURE		NAME OF SIGNER <i>Elbert Rivers</i>
ADDRESS		
IN THE PRESENCE OF (SIGNATURE)		NAME OF SIGNER <i>JOHN W BRASWELL</i>
SIGNATURE		NAME OF SIGNER <i>Kristine Danielson</i>
		OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

Previous edition is not usable

**STANDARD FORM 2 (REV. 12/2006)**  
 Prescribed by GSA – FPR (41 CFR) 1–16.60  
 Lessor *ER* & *JW* Government