

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE
 01/22/2010

LEASE NO.
 GS-04B-47132

THIS LEASE, made and entered into this date by and between DPGE 2400 Lake Park, LLC

whose address is 1600 St. Georges Ave.
 Rahway, NJ 07065-2764

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:

- The Lessor hereby leases to the Government the following described premises:

A total of 13,423 rentable square feet (RSF) of office and related space, which yields 11,672 ANSI/BOMA Office Area square feet (USF) in the building located at 2400 Lake Park Drive, Smyrna, GA 30080-8982, Cobb County, as outlined on the demising plans labeled Exhibit "A" attached hereto and made a part hereof, together with fourteen (14) reserved surface parking spaces located on-site of the leased location to be used for such purposes as determined by the General Services Administration.

- 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 forty-five (45) working days subsequent to the Government's approval of design intent drawings.

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 RATE</u>	<u>MONTHLY RATE</u>
07/23/10 - 07/22/15	\$287,831.52	\$21.44	\$23,985.96
07/23/15 - 07/22/20	\$228,187.60	\$17.00	\$19,015.63

The above annual rent is inclusive of the annual operating rental rate indicated in Paragraph 12 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 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:

DPGE 2400 Lake Park, LLC
 1600 St. Georges Ave.
 Rahway, NJ 07065-2764

- The DUNS number for leasing entity is 362320793.
- The Government may terminate this lease in whole or in part at any time after 7/22/2015 by giving at least thirty (30) 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.

LESSOR

SIGNATURE <small>Lessor</small> <i>[Signature]</i>	NAME OF SIGNER Stephen Cassidy
ADDRESS 1600 Saint Georges Ave Rahway, NJ 07065	
IN THE PRESENCE OF (SIGNATURE) <i>[Signature]</i>	NAME OF SIGNER Michelle Lamela
UNITED STATES OF AMERICA	
SIGNATURE <i>[Signature]</i>	NAME OF SIGNER Maria Dent
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is not usable	STANDARD FORM 2 (REV. 12/2006) 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 6GA0184 dated 12/8/09 (Pages 1-54)
 - C. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05) (Pages 1-33)
 - D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07) (Pages 1-7)
 - E. [REDACTED] Special Requirements (Pages 51-54 of SFO 6GA0184)
 - F. Exhibit A – Base Plans
 - G. Commission Agreement dated December 8, 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 6GA0184.
 - 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 6GA0184 and the design intent drawings.
 - C. Build out shall be in accordance with Solicitation of Offers 6GA0184 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 fourteen (14) secure, reserved parking spaces at no additional cost to the Government in accordance with Solicitation for Offers 6GA0184.
8. The rental set forth in Paragraph 2 of this Lease Agreement is based upon the Lessor providing a tenant improvement allowance of \$417,507.44 to be amortized through the rent over the firm term of the Lease (60 months) at the rate of 6.0%. In accordance with Solicitation for Offers 6GA0184 paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.
9. The rental set forth in Paragraph 2 of this Lease Agreement includes Building Specific Security Costs of \$41,840.00 to be amortized through the rent over the firm term of the Lease (60 months) at the rate of 6.0%.
10. In accordance with Solicitation for Offers 6GA0184 paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.15 (13,423 RSF / 11,672 USF).
11. In accordance with Solicitation for Offers 6GA0184 paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 12.85%.
12. In accordance with Solicitation for Offers 6GA0184 paragraph 4.3, *Operating Costs*, the escalation base is established as \$3.68 per rentable square foot per annum.
13. In accordance with Solicitation for Offers 6GA0184 paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$2.68 per ABOA for vacant space (rental reduction).
14. In accordance with Solicitation for Offers 6GA0184 Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$35.00 per hour beyond the *Normal Hours* (Solicitation for Offers 6GA0184 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.
15. Cleaning services requiring access to the Government's leased space shall be performed in accordance with Solicitation for Offers 6GA0184 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 a conflict between the SF-2 and the Solicitation for Offers 6GA0184, the SF-2 shall take precedence.
17. [REDACTED] shall be provided by the Lessor in accordance with Solicitation for Offers 6GA0184 paragraph 10.17, [REDACTED]. The cost is included in the shell rate.
18. The Lessor hereby acknowledges that its building does not currently meet the seismic standard required in Solicitation for Offers 6GA0184 paragraph 2.2 *Seismic Safety*. Lessor will perform the necessary upgrades required to meet these requirements prior to occupancy at its sole cost and expense. Upon completion of the upgrades, Lessor will present the Government with a revised Attachment B *Certificate of Seismic Compliance existing Building* demonstrating that the building meets the requirements of Solicitation for Offers 6GA0184 paragraph 2.2 *Seismic Safety*.
19. In accordance with Solicitation for Offers 6GA0184 paragraph 2.3, *Broker Commission and Commission Credit*, Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley, Inc. have agreed to a cooperating lease commission equal to the [REDACTED] of the remaining 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

INITIALS: SD LESSOR & MD GOV'T

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, Inc. 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 \$23,985.96 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Second month's rental payment of \$23,985.96 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

Third month's rental of \$23,985.96 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted third month's rent).

Fourth month's rental of \$23,985.96 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted fourth month's rent).