

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

GS-04B-48141

THIS LEASE, made and entered into this date by and between: 230 PEACHTREE STREET, LLC

Whose address is 230 PEACHTREE STREET, NW, SUITE 1600  
ATLANTA, GEORGIA 30303-1550

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 that the said Lease is amended, effective August 02, 2010, as follows:

1. A total of 15,830 rentable square feet (RSF) of office and related space, which yields 13,456 ANSI/BOMA Office Area square feet (USF) of space together with two structured parking spaces located at 230 Peachtree Street, Atlanta, Georgia 30303-1550 to be used as such purposes as determined by the General Services Administration.
2. TO HAVE AND TO HOLD the said premises with their appurtenances for twelve (12) years, six (6) years firm term beginning on August 02, 2010 and continuing through September 30, 2022, subject to termination and renewal rights as may herein after set forth.
3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

TERM	ANNUAL RENT	RATE PRSF/PUSF	MONTHLY RATE
08/02/10 - 09/30/16	\$325,623.10	\$20.57/\$24.19	\$27,135.25
10/01/16 - 09/30/22	\$284,781.70	\$17.99/\$21.16	\$23,731.80

4. The Government may terminate this lease in whole or in part at any time after September 30, 2016 by giving at least 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. Rental 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 26 (PAYMENT), GSA Form 3517, entitled 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:

230 Peachtree Street, LLC  
230 Peachtree Street, NW, Suite 1600  
Atlanta, Georgia 30303-1550

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as the date first above written.

LESSOR

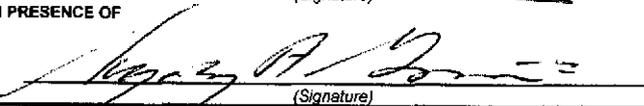
230 PEACHTREE STREET, LLC By 230 PEACHTREE MANAGED, INC.  
By Southcoast Peachtree Assoc. Managing Member

BY

  
(Signature)

VICK PRESIDENT  
(Title)

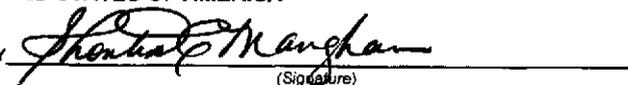
IN PRESENCE OF

  
(Signature)

1 INDEPENDENCE DRIVE, SUITE 1600  
JACKSONVILLE, FL 32202  
(Address)

UNITED STATES OF AMERICA

BY

  
(Signature)

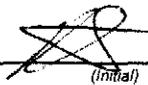
Contracting Officer, General Services Administration  
(Official Title)

5. The following are attached and made a part hereof:  
 SF-2 Portion of the Lease 8GA2172  
 Solicitation for Offers Portion 8GA2172, date 07/20/09  
 GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)  
 GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 07/04)
6. The Lessor shall furnish to the Government , as part of the Rental consideration, the following:
  - A. All facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers No. 8GA2172.
  - 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 SFO 8GA2172 and the Government's space layout drawings.
  - C. Build out shall be in accordance with Solicitation for Offers No. 8GA2172 and Government approved space layouts.
  - 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.
7. The rental set forth in Paragraph 3.2 of this Lease Agreement is based upon the Lessor providing a tenant improvement allowance of \$515,316.90 to be amortized through the rent over the firm term of the Lease (72 months) at the rate of 5%. In accordance with Solicitation for Offers 8GA2172 paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly. A final invoice will be required, prior to paying for tenant improvements.
8. In accordance with Solicitation for Offers 8GA2172 paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.17 (15,830RSF / 13,456USF).
9. In accordance with Solicitation for Offers 8GA2172 paragraph 4.2 *Tax Adjustment*, the percentage of Government occupancy is established as 3.8%.
10. In accordance with Solicitation for Offers 8GA2172 paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$0.00 per ABOA for vacant space (rental reduction) for the firm term 1-6 years and for 7-12 years \$3.06 per ABOA.
11. In accordance with Solicitation for Offers 8GA2172 paragraph 4.3, *Operating Costs Base*, the escalation base is established as \$5.66 per rentable square foot per annum.
12. In accordance with Solicitation for Offers 8GA2172 Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$45.00 per hour beyond the *Normal Hours* (Solicitation for Offers 8GA2172 Paragraph 4.5) of operation of 7:00 AM to 6:00 PM.
13. Cleaning services requiring access to the Government's leased space shall be performed in accordance with Solicitation for Offers 8GA2172 paragraph 4.8, *Janitorial Services*.
14. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implies, shall be admissible to contradict the provisions of this lease. Wherever there is a conflict between the SF-2 and the Solicitation for Offers 8GA2172, the SF-2 shall take precedence.

LESSOR

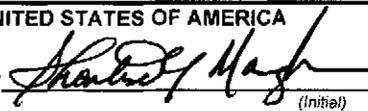
UNITED STATES OF AMERICA

BY \_\_\_\_\_



(Initial)

BY \_\_\_\_\_



(Initial)