

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE: _____ LEASE NO: **GS-O4B-50049**

THIS LEASE, made and entered into this date by and between FOUNTAINS OFFICE PARK, LP

Whose address is: 1401 Peachtree Street, Suite 400
 Atlanta, Georgia 30309

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 4,842 Rentable Square Feet (RSF) of office and related space (4,210 ANSI/BOMA Office Area Square Feet (OASF) at 3200 Highlands Parkway, Atlanta, Georgia 30082. Four (4) on-site parking spaces are to be provided at no extra cost to the Government.

- 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 twenty (20) 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:

TERM	Annual Rent	PRSF RATE	MONTHLY RATE
Months 1-60	\$90,545.40	\$18.70	\$7,545.45
Months 61-120	\$70,737.20	\$14.61	\$5,894.77

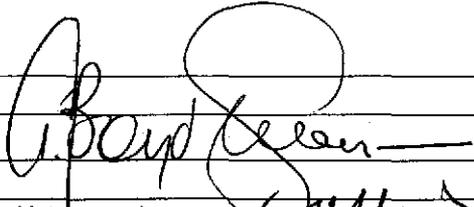
The above annual rent is inclusive of the annual operating rental rate indicated in Paragraph 12 of this lease contract.

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 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:

Fountains Office Park, LP
 1401 Peachtree Street, Suite 400
 Atlanta, GA 30309

- The DUNS number for leasing entity is 828073515
- The Government may terminate this lease in whole or in part at any time after the fifth lease year by giving at least sixty (60) 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:  Name of Signer: A. Boyd Simpson

ADDRESS

In the Presence of (Signature):  Name of Signer: CHRISTOPHER D. HARDY

UNITED STATES OF AMERICA

Signature:  Name of Signer: Darnell Chavis
 OFFICIAL TITLE OF SIGNER: Contracting Officer

6. The Following are attached and made a part hereof:
- a. SF-2 Portion of the Lease (Page 1-3)
 - b. Solicitation for Offers 9GA2140 dated 2/12/2010 (Pages 1-44)
 - 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 Plans
 - f. Commission Agreement dated February 11, 2010 (Pages 1-2)
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 9GA2140.
 - 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 9GA2140 and the design intent drawings.
 - c. Build out shall be in accordance with Solicitation for Offers 9GA2140 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 \$125,498.00 to be amortized through the rent over the firm term of the Lease (60 Months) at the rate of 6.0%. Pursuant to this calculation, the portion of the annual rent amortized as annual tenant improvement rental is \$29,114.74 per annum or \$2,426.23 per month. In accordance with Solicitation for Offers 9GA2140 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 9GA2140 paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.15 (4,842 RSF / 4,210 USF).
10. In accordance with Solicitation for Offers 9GA2140 paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 5.82%.
11. In accordance with Solicitation for Offers 9GA2140 paragraph 4.3, *Operating Costs*, the escalation base is established as \$3.98 per rentable square foot per annum.
12. In accordance with Solicitation for Offers 9GA2140 paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$2.50 per ABOA for vacant space (rental reduction).
13. In accordance with Solicitation for Offers 9GA2140 paragraph 4.6, *Overtime Usage*, the rate of overtime usage is established as \$45.00 per hour beyond the *Normal Hours* (Solicitation for Offers 9GA2140 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.
14. Cleaning services requiring access to the Government's leased space shall be performed in accordance with Solicitation for Offers 9GA2140 paragraph 4.8, *Janitorial Services*.
15. "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 9GA2140 SF-2 shall take precedence."
16. [REDACTED] shall be provided by the Lessor in accordance with Solicitation for Offers 9GA2140 paragraph 10.15, *Protection Requirements*. This cost is included in the shell rate.
17. 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 9GA2140 paragraph 3.6A2b *Seismic Safety Certification*.
18. In accordance with Solicitation for Offers 9GA2140 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] percent [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 \$7,545.45 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Second Month's rental payment of \$7,545.45 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

Third Month's rental payment of \$7,545.45 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted third month's rent).

-LAST ITEM-

INITIALS: A LESSOR & OC GOV'T