

**US GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE

8/12/11

LEASE NO.

GS-04B-50059

THIS LEASE, made and entered into this date by and between **2400 Lake Park Partners, LP c/o OA Development, Inc.** whose address is **3000 Northwoods parkway, Suite 245 Norcross, GA 30071-4787**

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 approximately 21,248 rentable Square Feet/ 18,476 ANSI/BOMA of office, related space and 2 reserved parking spaces located at 2400 Lake Park Drive, Suite 300, Smyrna, GA. 30080-8981, which constitutes 20% occupancy of the building.

To be used for **SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION**

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 1, 2012 THROUGH December 31, 2021, subject to termination rights as may be hereinafter set forth.

3. 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>RATE PRSF</u>	<u>RATE PUSF</u>	<u>MONTHLY RATE</u>
01/01/12 through 12/31/16	\$362,278.40	\$17.05	\$19.61	\$30,189.87
01/01/17 through 12/31/21	\$345,280.00	\$16.25	\$18.69	\$28,773.33

4. The Government may terminate this lease, in whole or in part, at any time on or after December 31, 2016, by giving the Lessor at least 30 days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day 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 ANSI BOMA usable square foot (PUSF) as noted in Paragraph 3 above, in accordance with Clause 27 (PAYMENT), GSA form 3517, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum BOMA usable square footage of 18,667 requested in SFO Paragraph 1.2, (Amount and Type of Space). Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

2400 Lake Park Partners, LP c/o OA development, inc.
3000 Northwoods Parkway, Suite 245
Norcross, GA 30071-4787

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 Solicitation for Offers (SFO) 0GA2007.
- B. Tenant Improvement and Special Requirements in accordance with Solicitation for Offers 0GA2007. All tenant improvements and special requirements to be completed within 60 days of the lease effective date identified under Paragraph 2.

Initials: *BA* & *DC*
Lessor Gov't

- C. 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.
- D. Lessor shall provide 2 reserved surface parking spaces at no additional cost to the Government, in accordance with SFO.
- E. DUNS: 968136015

7. The premises described in Paragraph 1 of this Standard Form 2 shall contain 18,476 BOMA usable square feet (USF) of office and space. related

8. The rental set forth in paragraph 3 of this Lease Agreement is based upon the Lessor providing a tenant improvement allowance of \$84,992.00, that the lessor will amortize over the five (5) year firm term period at a rate of 0.0%. Pursuant to this calculation, the portion of the annual rent amortized as annual tenant improvement rental is \$16,998.40 per annum or \$1,416.53 per month. In accordance with Solicitation for offer OGA2007 paragraph 3.2. The actual cost of tenant improvement shall be reconciled and rent adjusted accordingly. The Lessor understands, in lieu of Cost and pricing Data, his contractor or each of his sub-contractors shall solicit a minimum of two (2) bids for work completed as a part of the tenant alterations. The lowest responsive bid will be accepted.

9. The following are attached and made a part hereof:

- A. Solicitation for Offers OGA2007.
- B. GSA Form 3518 entitled Representations and Certification (Rev.7/04).
- C. GSA Form 3517 entitled General Clauses (Rev.12/03).
- D. Floor plans, dated March 27, 2006.

10. In accordance with Paragraph 1.3c (Common Area Factor), the common area factor (CAF) is established as "0.15".

11. In accordance with SFO OGA2007 Paragraph 4.1(Tax Adjustment), the percentage of Government occupancy is established as 20%. (Based on Government occupancy of 21,248 rentable sq. ft. and total building area of 104,457 sq. ft.) 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 BOMA usable square footage stated in the SFO, and in accordance with GSAF 3517, GENERAL CLAUSES.

12. The Lessor shall furnish to the Government, as part of the rental consideration, the following;

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

LESSOR:

BY Managers of General Partners
Authorized Official, Title

[Signature]
(Signature)

IN THE PRESENCE OF:
[Signature]
(Signature)

3000 Northwoods Parkway, Suite 245, Norcross, GA 30071
(Address)

UNITED STATES OF AMERICA

BY [Signature]
(Signature)

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official title)

13. In accordance with SFO 0GA2007 Paragraph 4.2 (Operating Costs), the escalation base is established as \$4.93 per BOMA usable square foot (\$4.29 per rentable square foot).

14. In accordance with Paragraph 4.5, (Overtime Usage), the rate for overtime usage is established as \$35.00 per hour for the entire space. Areas requiring 24 hour HVAC (LAN, etc.) shall be reimbursed based on actually usage separate from the rent by Reimbursement Work Authorization(RWA) annually.

15. All handicapped accessibility deficiencies must be corrected prior to occupancy and at no extra cost to the Government, including but not limited to the following, as required by SFO

- A. Restrooms
- B. Exit Doors
- C. Parking Areas / Curb Cuts
- D. Door Entrances
- E. Width of Exit Corridors

16. 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 forwarded to the Contracting Officer.

17. In accordance with Paragraph 4.4 (Adjustment for Vacant Premises) of SFO No. 0GA2007, the rental rate reduction is established as \$2.66 per ABOASF (\$2.31 per RSF).

18. All fire and life-safety deficiencies must be corrected prior to occupancy and at no extra cost to the Government, including but not limited to the following as required by SFO No. 0GA2007.

INITIALS:


Lessor & Gov't