

**US GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE:

03/16/11

LEASE NO. GS-04B-59095

THIS LEASE, made and entered into this date by and between **AUSPAY ONE LLC**

whose address is **1311 Pebble Creek Road
Marietta, GA 30067**

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 11,500 rentable (10,000 ANSI/BOMA office area (ABOA)) square feet of office and related space in the NCS Building, 3750 Naturally Fresh Blvd., Atlanta, Georgia 30349-2964.

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 of ten (10) years, five (5) years firm beginning on the completion and acceptance of the tenant improvements, 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 TOTAL RENT</u>	<u>RATE per RSF¹</u>	<u>RATE per ABOASF²</u>	<u>MONTHLY RATE</u>
Years 1-5	\$332,094.47	\$28.88	\$33.21	\$27,674.54
Years 6-10	\$247,135.00	\$21.49	\$24.71	\$20,594.58

Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rental by the rentable square footage set forth in Paragraph 1 above, rounded.

Note 2. The rate per ABOASF is determined by dividing the total annual rental by the ABOASF set forth in Paragraph 1 above.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Auspay One LLC
Attn: Joel Lackey
1311 Pebble Creek Blvd.
Marietta, GA 30067

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4. The Government may terminate this lease, in whole or in part, at any time on or after the fifth year of occupancy, by giving the Lessor at least one hundred and twenty (120) days notice in writing. In the event this lease is terminated, in whole or in part, the Government will release a marketable block of space that can be utilized by a future tenant. 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. 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) 8GA2298.
 - B. Build-out in accordance with Solicitation for Offers 8GA2298. All tenant alterations are to be completed within eighty (80) working days from receipt of Notice to Proceed with agency approved working/construction drawings.
 - 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 or Representative.
 - D. Lessor shall provide fifteen (15) covered parking spaces for Official Government Vehicles and twenty-two (22) surface parking spaces for employees/visitors, at no additional cost to the Government.
6. To the extent of any inconsistency between the terms of this Standard Form 2 (SF2) and any of the attachments, the terms of this SF2 shall govern.
7. The following are attached and made a part hereof:
 - A. Solicitation for Offers 8GA2298,
 - B. Special Requirements,
 - C. GSA Form 3517B entitled General Clauses,
 - D. Form 3518 entitled Representations and Certification,
 - E. SFO 8GA2298, Floor Plan Layout per plans submitted.

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

LESSOR: AUSPAY ONE LLC

BY Joel Lacey, President

[Handwritten Signature]
(Signature)

IN THE PRESENCE OF:
[Handwritten Signature]
(Signature)

3750 Naturally Fresh Blvd.
(Address) Atlanta, GA 30349

UNITED STATES OF AMERICA

BY [Handwritten Signature]
(Signature)

SHONTISE MANGHAM, CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official title)

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8. In accordance with the SOLICITATION FOR OFFERS 8GA2298, Paragraph 2.3 Broker Commission and Commission Credit (Nov 2006) and the agreement reach between the Broker and Lessor, the amount of [REDACTED] for the broker's fee is established. The Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED] (rounded), which is [REDACTED] of the [REDACTED], will be deducted from the shell portion of the rent until it has been refunded to the Government. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. The [REDACTED] balance which equates to [REDACTED] is to be paid to the broker as follows: Fifty percent (50%) is due and payable within 30 days after lease award and the remaining fifty percent (50%) is payable at occupancy.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease 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 as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment of \$27,674.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment of \$27,674.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment of \$27,674.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

9. In accordance with Paragraph 1.12 (Building Shell Requirements) of SFO No. 8GA2298, the annual shell rent for Years 1 through 5 is established as \$140,875.00 yielding \$12.25 per rentable square feet (\$14.09 per ABOASF) (rounded) which is inclusive of the rental rate in Paragraph 3. The annual shell rent for Years 6 through 10 is established as \$164,795.00 yielding \$14.33 per rentable square feet (\$16.48 per ABOASF) which is inclusive of the rental rate in Paragraph 3.
10. In accordance with the SOLICITATION FOR OFFERS 8GA2298, Paragraph 4.1 (Measurement of Space), the common area factor (CAF) is established as 1.15, 11,500 RSF/10,000 ABOASF.
11. In accordance with SOLICITATION FOR OFFER 8GA2298, Paragraph 4.2 (Tax Adjustment), the percentage of Government occupancy is established as 57.50% (Based on Government occupancy of 11,500 rentable square feet and total building area of 20,000 rentable square feet).
12. In accordance with the SOLICITATION FOR OFFERS 8GA2298, Paragraph 4.3 (Operating Costs), are \$7.16 per rentable square foot (\$8.23 per ABOASF) (rounded). The annual operating costs base is established as \$82,340.00.
13. In accordance with SOLICITATION FOR OFFERS 8GA2298, Paragraph 4.6 (Overtime Usage), the overtime usage is \$0.35 per hour to the Government. Normal hours of operation are established as 7:00am to 6:00pm, Monday through Friday.
14. The rental rate in paragraph 3, the Tenant Improvement Allowance (TI) provided in the lease is \$44.67 per ABOA or \$446,700.00 amortized at an interest rate of 5.00% over 5 years (\$8.79 PRSF, \$10.12 per ABOA). The T/I will be used to construct the interior space in accordance with the approved Design Intent Drawings provided by the Government. If the T/I cost exceeds \$44.67 per ABOA or \$446,700.00, the balance due to the Lessor will be paid by rental adjustment, or lump sum, to be determined by the Government. If the entire T/I of \$44.67 per ABOA or \$446,700.00 is not used, the Government will adjust the rental rate downward to offset the difference in the tenant improvement. The Lessor understands, in lieu of Cost and Pricing Data, each of his sub-contractors shall solicit two (2) bids for work completed as a part of the initial tenant alterations, e.g., for electrical, plumbing, etc. The lowest responsive bid will be accepted.

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15. In accordance with the SOLICITATION FOR OFFERS 8GA2298, Paragraph 4.4 (Adjustment for Vacant Premises), the rental rate reduction is established as \$0.00 per ABOASF. If the Government partially vacates the leased premises before any lease term expires, the operating costs portion of the rental rate will not be reduced.
16. Radon Certification must be furnished within 30 days after occupancy. Any corrective action must be completed within 30 days after tests are completed at no additional costs to the Government. If re-testing is required, results shall be forwarded to the General Services Administration Contracting Officer.
17. Any deviation from approved construction plans or tenant alterations require approval by the Contracting Officer or Contracting Officer's Designee. Should Lessor make changes without approval, the Government will not be responsible for the cost of those changes and Lessor will not be reimbursed.
18. The building specific unit costs are \$34,100.00, amortized at an interest rate of 5% over the five year firm term at \$7,722.11 annually yielding \$.59 per rentable square feet (\$.68 per ABOASF) which is inclusive of the rental rate in Paragraph 3.
19. Lessor's tenant improvement fee schedule is as follows:
 - A. General Conditions will not exceed 0.00% of total subcontractor costs.
 - B. General Contractor's fee will not exceed 0.00% of total subcontractor costs.
 - C. Architectural/Engineering fees will not exceed \$1.65 per useable square foot.
 - D. Lessor's Project Management fees will not exceed 5.00% of total subcontractor costs.

This schedule is applicable for Tenant Improvements, Building-Specific Security, and any change orders during initial construction arising under the Lease.

20. The Lessor hereby waives restoration.
21. Notices to the Lessor to be sent to:

AUSPAY ONE LLC
Joel Lackey
1311 Pebble Creek Road
Marietta, GA 30067

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