

**US GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE

12/28/11

LEASE NO.

GS-04B-61118

THIS LEASE, made and entered into this date by and between GF Capital Real Estate Fund Investment III, LLC whose address is 767 Fifth Ave 46th FL New York, NY 10153-0023

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 46,238 rentable Square Feet 40,242 ANSI/BOMA of office, related space and 139 unreserved and 4 reserved parking spaces located at 700 Westpark Drive, Peachtree City, GA 30269-1498.

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 March 1, 2012 Through February 28, 2022, 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 ABOA</u>	<u>MONTHLY RATE</u>
03/01/12 through 2/28/17	\$1,468,981.26	\$31.77	\$36.51	\$122,415.11
03/01/17 through 2/28/22	\$1,330,267.26	\$28.77	\$33.06	\$110,855.61

4. The Government may terminate this lease, in whole or in part, at any time on or after the fifth (5th) anniversary of the commencement date of the lease, 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 office area square foot (ABOASF) 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 40,242 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:

GF Capital Real Estate Fund Investment III, LLC
767 Fifth Ave 46th FL
New York, NY 10153-0023

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) 1GA2078, to include all server room and Government equipment, which will be detailed and made a part of the lease with the final rental reconciliation.
- B. Tenant Improvement and Special Requirements in accordance with Solicitation for Offers 1GA2078. All tenant improvements and special requirements to be completed within 90 days after the lease award date or 60 days after January 1, 2012 which ever is most practical to meet the proposed lease effective date.

Initials: JEA & JOC
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 139 unreserved and 4 reserved surface parking spaces at no additional cost to the Government, in accordance with SFO.
- E. DUNS: 55-7148660

7. The premises described in Paragraph 1 of this Standard Form 2 shall contain 40,242 ANSI/BOMA square feet (ABOA) of office space.

8. The rental set forth in paragraph 3 of this Lease Agreement is based upon the Lessor providing a tenant improvement allowance of \$32.55 per ABOASF or \$1,309,877.10, that the Lessor will amortize over the five (5) year firm term period at a rate of 7.5%. Pursuant to this calculation, the portion of the annual rent amortized as annual tenant improvement rental is \$314,967.00 per annum or \$26,247.25 per month. In accordance with Solicitation for offer 1GA2078 paragraph 3.6. 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 three (3) 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 1GA2078.
- 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.
- E. Statement of Work and Design Intent Drawings

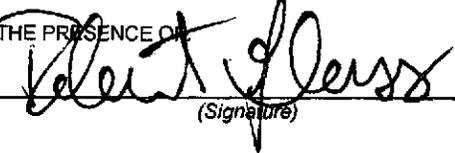
10. In accordance with Paragraph 1.3c (Common Area Factor), the common area factor (CAF) is established as 15.0%.

11. In accordance with SFO 1GA2078 Paragraph 4.1(Tax Adjustment), the percentage of Government occupancy is established as 50%. (Based on Government occupancy of 46,238 rentable sq. ft. and total building area of 91,609 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

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

LESSOR: GF Capital Real Estate Fund Investment III, LLC

BY JAMES E. TAUSIG, VICE PRESIDENT 
 Authorized Official, Title (Signature)

IN THE PRESENCE OF 
 (Signature)

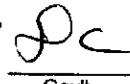
767 FIFTH AVENUE, 46TH FL, NYC 10153
 (Address)

UNITED STATES OF AMERICA

BY 
 (Signature)

CONTRACTING OFFICER
 GENERAL SERVICES ADMINISTRATION
 (Official title)

12. The Lessor waives all restoration rights.
13. In accordance with SFO 1GA2078 Paragraph 4.2 (Operating Costs), the escalation base is established as \$7.01 per ANSI/BOMA square foot (\$6.10 per rentable square foot).
14. In accordance with Paragraph 4.5, (Overtime Usage), the rate for overtime usage is established as \$55.00 per hour for the entire space. The rate established for the areas requiring 24 hour HVAC (LAN, etc.) shall be \$18.00 ABOA square feet and measurement of space shall be taken to establish exact ABOA square feet of 24 Hour HVAC space. Payment shall be reimbursed based on actual usage separate from the rent by Reimbursable 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 1GA2078:
 - 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. 1GA2078, the rental rate reduction is established as \$.94 per ABOASF (\$.82 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. 1GA2078.
19. The Lessor shall repaint and recarpet the demised tenant space within 60 days of the end of the 5th year, in accordance with SFO 1GA2078, paragraph 7-6 and 7-7.
20. If existing light fixtures are not able to be tied to the generator in a cost effective manner, landlord will add exterior lighting attached to the building to a generator. If additional generator capacity is required this cost shall be submitted to the Government for approval, and if approved, shall be a TI cost.
21. Occupancy sensors will be installed in common areas of the building as a Shell cost.
22. Lessor shall provide 24/7/365 utilities to server rooms that specifically identified in the lease agreement and subsequent supplemental lease agreement. Interruption to utility service provided by Lessor to server rooms will be excused only if due to catastrophic weather and Force majeure, or Government hired contractors or subcontractors. Negligence of Lessor's contractors and subcontractors will not be excused interruption of utility service to the server rooms.
23. Reduction of office space leased to the Government will result in a reduction of parking spaces available to the Government at a rate of 3 spaces per thousand square feet of office space, reduction shall be deducted from the unreserved parking spaces as the first option. All adjustments shall be outlined on supplemental lease agreement reconciling the space change.

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