

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE: *6/22/11*

LEASE NO: **GS-O4B-61138**

**DUPLICATE
 ORIGINAL**

THIS LEASE, made and entered into this date by and between 9 PARK OF COMMERCE, LLC

Whose address is: 17 Park of Commerce Boulevard, Suite 105
 Savannah, Georgia 31405

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 15,492 Rentable Square Feet (RSF) of office and related space (13,471 ANSI/BOMA Office Area Square Feet (OASF) at 9 Park of Commerce Boulevard, Savannah, Georgia 31405-7473.

2. 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. Landlord shall deliver the Premises within one hundred twenty business days (120) following receipt of the building permit from the City of Savannah.

3. The Government shall pay the lessor annual rent for the entire term, monthly, in arrears, as follows:

TERM	SHELL RENT	OPERATING RENT	TENANT IMPROVEMENT	ANNUAL RENT	PRSF RATE	PUSF RATE
Months 1-60	\$266,394.44	\$95,740.00	\$93,175.44	\$455,309.88	\$29.39	\$33.80
Months 61-120	\$277,307.36	\$95,740.00	\$0.00	\$373,047.36	\$24.08	\$27.69

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:

9 PARK OF COMMERCE, LLC
 17 Park of Commerce Boulevard, Suite 105
 Savannah, GA 31405

4. The DUNS number for this leasing entity is 026897446
5. 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 *Michael J. Kistler*

Name of Signer **Michael J. Kistler**

17 Park of Commerce Blvd, Suite 105, ADDRESS **SAVANNAH, GA. 31405**
 In the Presence of (Signature) *[Signature]*

Name of Signer **Guy P. DAVIDSON**

UNITED STATES OF AMERICA

Signature *James W. Murphy*
 AUTHORIZED FOR LOCAL REPRODUCTION
 Previous edition is not usable

Name of Signer
 OFFICIAL TITLE OF SIGNER:

6. The Following are attached and made a part hereof:
- a. Solicitation for Offers 9GA2152 dated 9/27/2010 (Pages 1-51, which includes four separate Special Requirement attachments). They are:
 - 1- Space Requirements for █████ Savannah, GA-Revised 9/22/2010, Pages 1-2.
 - 2- █████ Special Requirements for Savannah, GA, Pages 1-3.
 - 3- Specifications for Intermediate Distribution Facility (IDF), Pages 1-5.
 - 4- Specifications for Main Distribution Facility (MDF), Pages 1-5.
 - b. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05), Pages 1-2.
 - c. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07), Pages 1-7.
 - d. Exhibit A – Base Plans.
7. Lessor Shall furnish to the Government, as part of rental consideration, the following:
- e. Those facilities, services, utilities, and maintenance in accordance with Solicitation for Offers 9GA2152.
 - f. 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 9GA2152 and the design intent drawings.
 - g. Build out shall be in accordance with Solicitation for Offers 9GA2152 and Government approved design intent drawings.
 - h. 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. A total of fifty-nine (59) parking spaces will be available for government use. Nine (9) spaces will be on-site reserved spaces for government vehicles, along with fifty (50) additional surface spaces.
9. The rental set forth in Paragraph 3 of this Lease Agreement is based upon the Lessor providing a tenant improvement allowance of \$396,839.49 to be amortized through the rent over the firm term of the Lease (60 Months) at the rate of 6.5%. Pursuant to this calculation, the portion of the annual rent amortized as annual tenant improvement rental is \$93,175.44 per annum or \$7,764.62 per month. In accordance with Solicitation for Offers 9GA2152 paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.
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10. In accordance with Solicitation for Offers 9GA2152 paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.15 (15,492 RSF / 13,471 USF).
11. In accordance with Solicitation for Offers 9GA2152 paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 56.16% (15,492 RSF/ 27,584 RSF).
12. In accordance with Solicitation for Offers 9GA2152 paragraph 4.3, *Operating Costs*, the escalation base is established as \$6.18 per rentable square foot per annum.
13. In accordance with Solicitation for Offers 9GA2152 paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$1.25 per ABOA for vacant space (rental reduction).
14. In accordance with Solicitation for Offers 9GA2152 paragraph 4.6, *Overtime Usage*, the overtime usage charge is \$18.54 per hour for HVAC usage beyond the *Normal Hours* (Solicitation for Offers 9GA2152, 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.
15. Cleaning services requiring access to the Government's leased space shall be performed during tenant working hours in accordance with Solicitation for Offers 9GA2152 paragraph 4.8 , *Janitorial Services*.
16. "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 9GA2152, the SF-2 shall take precedence."
17. █████ shall be provided by the Lessor in accordance with Solicitation for Offers 9GA2152 paragraph 10.13, █████ *Requirements*. This cost is included in the shell rate.
18. In no event shall the lessor enter into negotiations concerning the space leased, with representatives of Federal Agencies, other than Contracting Officers and their designated representatives of the General Services Administration.

INITIALS: zjk LESSOR & [Signature] GOV'T

19. In accordance with the Solicitation for Offers 9GA2152, and Commission Agreement dated October 7, 2010 the Lessor and the Broker have agreed to a SFO cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, 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], [REDACTED] per month rounded, for three (3) months of the lease. The Lessor agrees to pay the Commission less the Commission Credit, to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO and forming a part of this lease.

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 \$37,942.49 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$37,942.49 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent;

Third Month's Rental Payment \$37,942.49 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent;

Fourth Month's Rental Payment shall commence in full.

-LAST ITEM-

INITIALS: [Signature] LESSOR & [Signature] GOV'T