

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

3/12/12

LEASE NO.

LGA62208

THIS LEASE, made and entered into this date by and between College Park Gateway Office One, LLC

whose address is 3625 Cumberland Blvd, Suite 400
Atlanta, GA 30339-3374

**DUPLICATE
ORIGINAL**

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 17,000 rentable square feet (RSF) of office and related space, which yields 15,000 ANSI/BOMA Office Area square feet (ABOASF) of space on the fourth floor, of the building located at Gateway Center Building One, 2077 Convention Center Concourse, College Park, GA 30337-4201 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are twenty (20) structured, reserved parking spaces for the exclusive use of Government vehicles.

- TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the premises as substantially complete and continuing for ten (10) years, subject to termination and renewal rights as are set forth in paragraph 4 hereinafter. The Lessor shall deliver the premises to the Government substantially complete no later than ninety (90) working days of receiving the Notice to Proceed from the Government.
- The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Year	Shell	Base Cost of Services	Tenant Improvement Allowance	Building Specific Security Costs	Rent per RSF	Total Annual Rent	Total Monthly Rent
1-5	\$ 14.32	\$ 5.22	\$ 8.45	\$ 0.26	\$ 28.25	\$ 480,239.40	\$ 40,019.95
6-10	\$ 16.20	\$ 5.22	\$ -	\$ 0.26	\$ 21.68	\$ 368,550.00	\$ 30,712.50

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

College Park Gateway Office One, LLC
3625 Cumberland Blvd, Suite 400
Atlanta, GA 30339

- The Government may terminate this lease in whole or in part at any time after the fifth (5th) year by giving at least ninety (90) 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.
- The Lessor shall furnish to the Government, as part to the rental consideration, the following:
 - The twenty (20) reserved parking spaces described in Paragraph 1 and parking spaces required by local code.
 - 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

LESSOR

SIGNATURE

Kevin M. Kern

NAME OF SIGNER

Kevin M. Kern

ADDRESS

3625 Cumberland Blvd, Suite 400 Atlanta, GA 30339

IN THE PRESENCE OF (SIGNATURE)

Dana M. Falls

NAME OF SIGNER

Dana M. Falls

UNITED STATES OF AMERICA

SIGNATURE

Pamela W. Murphy

NAME OF SIGNER

Pamela W. Murphy

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

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STANDARD FORM 2 (REV. 12/2006)
Prescribed by GSA - FPR (41 CFR) 1-16.60

expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's final construction drawings; provided that the Government shall make payments for lump sum items identified in the attachment sheets in the amounts specified therein. Rent is subject to adjustment in accordance with Paragraph 3.3, "Tenant Improvement Rental Adjustment" of the SFO. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. OGA2028 and its attachments.

C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.

6. The following are attached and made a part hereof:
- A. Solicitation for Offers OGA2028 dated 6/14/2011;
 - B. Amendment 1 to SFO OGA2028, dated 6/29/2011;
 - C. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/05)
 - D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - E. Exhibit A – Floor Plans
7. Rent includes a Tenant Improvement Allowance of \$718,050.00 to be amortized through the rent over the firm term of the Lease (60 months) at the rate of 0% (\$8.45/RSF and \$9.57/ABOASF). In accordance with SFO paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.
8. Rent includes a Building Specific Security Costs of \$30,076.00 to be amortized through the rent over the entire term of the Lease (120 months) at the rate of 8% (\$.26/RSF and \$.29/ABOASF). Should the tenant agency vacate the space after the firm term of 5 years, any remaining unamortized "building specific security costs" will not be reimbursed.
9. CBRE, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to CBRE, Inc. with the remaining [REDACTED] which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing 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 in equal monthly installments over the shortest period practicable.

Notwithstanding Paragraph 3 of this Lease, 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 \$40,019.95 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$40,019.95 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

10. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.133 (17,000RSF / 15,000ABOASF).
11. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 13.24%. The word "PILOT PAYMENTS" is substitute for tax payments.
12. In accordance with SFO paragraph 4.3, *Operating Costs Base*, the escalation base is established as \$88,859.00 per annum.
13. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$.75/ABOASF for vacant space (rental reduction).
14. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$50.00 per hour beyond the normal hours of operation of 6:30 AM to 4:30PM, Monday through Friday and 8:00 AM to 1:00 PM, Saturday. Areas requiring 24/7 HVAC will be provided at a rate of \$.75 per 250 rentable square feet. Overtime usage will be processed through the GSA Service Center per the SFO.
15. Cleaning services requiring access to the Government's leased space shall be performed in accordance with SFO paragraph 4.8, *Janitorial Services*.
16. In accordance with SFO paragraph 5.13, *Floor Plans after Occupancy*, the Lessor shall provide one (1) copy of CAD as built drawings on CD-ROM to the contracting officer within ten (10) working days of completion of construction.

17. In accordance with SFO paragraph 8.7, *Toilet Rooms*, The toilet fixture schedule specified in the SFO paragraph 8.7 shall be applied to each full floor based on one person for each 135 ANSI/BOMA Office Area square feet of office space in a ratio of 50 percent men and 50 percent women with a total to be housed of 74.
18. In accordance with SFO paragraph 10.5, *Mechanical Areas and Building Roofs is deleted in its entirety and replaced with the following*: Should there be a charge for the electrical power for the operation of the Government's antenna (as described in the Addendum herein), notice must be provided to the Government within ten (10) working days. A Supplemental Lease Agreement will be prepared outlining the agreement between the parties. Said area shall be metered for actual costs. Invoice must be submitted within 120 days of the services. Failure to do so will constitute a waiver of the Lessor's right to receive any payment for these services. Said services shall be billed directly to our GSA Customer Service Center for reimbursement from the agency.
19. Wherever the words "offeror" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "solicitation for offers", or "SFO" appear in this lease, they shall be deemed to mean "this lease"; wherever the words "space offered for lease" appear in this lease, they shall be deemed to mean "leased premises."
20. If, during the term of this lease including extensions, title to this property is transferred to another party either by sale, foreclosure, condemnation or other transaction, the Lessor (transferor) shall promptly notify the Contracting Officer of said transfer. The following information shall accompany this notification:
- A certified copy of the deed transferring title to the property from the Lessor to the new owner.
 - A letter from the new owner assuming, approving, and agreeing to be bound by the terms of this lease.
 - A letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of the transfer.
 - The new owner's tax identification number (TIN#) or social security number.
 - The new owner's DUNS#
 - The new owner's full legal name. If a corporation, indicate the state of incorporation. If a partnership, list all parties fully. If a limited partnership, list all general partners and identify under the laws of which state the limited partnership is created. If a realty trust, give names of all trustees and the recording date of the trust.
 - A Novation Agreement.
 - The new owner must provide a new GSA Form 3518.
- The foregoing information must be received by the fifteenth day of the month in which the transfer of title will be affected. The rent for that month, adjusted in accordance with the effective date of the transfer will be processed to the Lessor. Initial rental payment, including the applicable portion of rent for the month during which the transfer occurred, to the new owner will be processed on the first day of the month following the transfer of title. If the notification of transfer and related information is not received until the sixteenth day of the month (or later), in which the transfer of title will be affected, the full contract rental for that month will be forwarded to the Lessor. In any instance, failure to submit the documentation required for transfer of title will result in a stop payment of rent until such time as all documentation is received by the Contracting Officer.
21. The Lessor shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the officers or employees of the U.S. General Services Administration or personnel authorized by the Contracting Officer.
22. Within 5 days of lease occupancy, the Lessor shall provide the tenant agency representative (with a copy forwarded to the GSA Government Representative), on site, a copy of the name and phone number of maintenance personnel in order that any cleaning, maintenance, janitorial, etc. problems can be taken care of immediately.
23. 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 a conflict between the SF-2 and the SFO, the SF-2 shall take precedence.
24. The Lessor is a small business. The Tax Identification Number is [REDACTED]. The DUNS number is 82-7567715.
25. In addition, all rights of the Government to post rules and regulations shall be limited to within the Premises.
26. The Solicitation for Offers is hereby modified by providing that the time period within which any amounts to be reimbursed by Lessor to the Government shall be longer of (i) thirty (30) days, or (ii) such period as is otherwise provided in the Solicitation of Offers.

ADDENDUM

The parties agree that the following sections of the Solicitation for Offers are hereby modified as follows:

- a. Section 10.5 is amended such that the Government's rights to use the roof of the Building shall be subject to the following provision:

During the Term of this Lease, upon and subject to the terms and conditions set forth below, Lessor grants to the Government the non-exclusive license at the Government's sole cost to install, maintain, and from time to time replace two (2) antennas on the roof of the Building with necessary cabling and wiring connecting them to the Premises (such antennas, cabling, conduit and wiring being collectively referred to as the "Antenna Equipment") for purposes of facilitating wireless communications of the Government to and from the Premises, provided that (A) the Government shall obtain Lessor's prior written approval of the proposed size, weight, location and aesthetic impact of the Antenna Equipment and the method for fastening the Antenna Equipment to the Building; (B) the Government will at its sole cost comply with (i) all insurance requirements and all applicable governmental laws, ordinances and regulations ("Governmental Requirements"), (ii) Lessor's requirements from time to time, including any relocation requirements, and (iii) the conditions of any bond or warranty maintained by Lessor on the roof; (C) the Antenna Equipment shall not interfere, electronically or otherwise, with the equipment, facilities, use or operations of Lessor or of other preexisting (as of the date of installation of the Antenna Equipment) licensees or tenants of Lessor; and (D) the Antenna Equipment shall be used only by the Government solely to transmit and receive aerial transmissions in connection with the business of the Government and the Government shall not have the right to use or allow any other person or entity to use the Antenna Equipment for a fee or otherwise. The Government's installation, repair, maintenance, operation and removal of the Antenna Equipment shall also be subject to and performed in accordance with the terms and conditions of Lessor's manager under any telecommunications site management agreement in effect from time to time. The Antenna Equipment shall be installed substantially in accordance with the plans and specifications approved by Lessor, and the installation shall be performed by contractors approved by Lessor. The Government shall coordinate with other licensees or tenants of Lessor to avoid interference by the Antenna Equipment with any later-installed Antenna Equipment and wireless communications of such other parties. Lessor agrees to require tenants and licensees who install antenna equipment on the roof of the Building after the date of the Government's installations to coordinate with the Government to avoid interference with the Government's Antenna Equipment. Lessor may supervise any roof penetration or require it to be performed by Lessor's designated contractor. The Government shall repair any damage to the Building caused by the installation, maintenance, replacement, use or removal of the Antenna Equipment. The Antenna Equipment shall remain the property of the Government. The Government may remove the Antenna Equipment at its sole cost during the Term, and the Government shall remove the Antenna Equipment at its sole cost upon expiration or termination of the Lease. Lessor shall have the right to require the Government, at Lessor's sole cost, to relocate all or any part of the Antenna Equipment from time to time, provided that such relocation does not materially impair the Government's use of the Antenna Equipment. The Government shall pay to Lessor, as additional rent, on a monthly basis, in arrears, the actual costs incurred by Lessor in furnishing electric power for the operation of the Antenna Equipment, but the Government shall not be obligated to pay any other cost or rental charge for use of the roof of the Building.

- b. In addition, all rights of the Government to post rules and regulations shall be limited to within the Premises.
- c. The Solicitation for Offers is hereby modified by providing that the time period within which any amounts to be reimbursed by Lessor to the Government shall be the longer of (i) thirty (30) days, or (ii) such period as is otherwise provided in the Solicitation of Offers.
- d. Intentionally deleted.

Initials: LMK & [Signature]
Lessor Government

- e. Section 4.2 of the Solicitation of Offers is hereby modified to provide that PILOT payments (payments in lieu of taxes) made by Lessor with respect to the Building shall be considered as "Real Estate Taxes" for all purposes as the Building is tax exempt from traditional Real Estate Taxes.
- f. Section 4.7 is hereby modified by adding the following to the end thereof: "as part of the established rental rates and additional rent above base year operating expenses."
- g. Section 8.6 is hereby modified by providing that all of the toilet facilities are in compliance with code and that the requirements stated therein shall not be applicable unless included as a part of the tenant improvements.
- h. Section 8.7 is hereby modified by providing that the toilet rooms are in compliance with code and that the requirements stated therein shall not be applicable.
- i. Intentionally deleted.
- j. Section 9.7 is hereby modified by providing that Lessor shall not be required to perform the initial radon testing required therein.
- k. Intentionally deleted.
- l. Intentionally deleted.
- m. Section 10.2 is hereby modified by deleting the words "space" and "space leased" and replacing them with the word "building (excluding the Premises)". Further the words "security cameras and" in the 2nd sentence are hereby deleted.
- n. Intentionally deleted.

Initials: lcw/k & [Signature]
Lessor Government