

LEASE NO. GS-04B-62400

Standard Lease
GSA FORM L201C (June 2012)

This Lease is made and entered into between

HORT PEACHTREE HOLDINGS, LLC and PEACHTREE TIME EQUITIES HOLDINGS, LLC, Delaware limited liability companies, as tenants in common,

(Lessor), whose principal place of business is C/O Atlanta Property Group, 1718 Peachtree Street, Suite 100, Atlanta, GA. 30309-2452 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**Peachtree 25th
1718-1720 Peachtree Street,
Atlanta, GA 30309-2452**

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years, 10 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

[Signature]
Name: JONATHAN RODRIGUEZ
Title: Manager
Entity Name: Atlanta Property Group, LLC
Date: 8/29/12

FOR THE GOVERNMENT:

[Signature]
Name: Scott Ayers
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 8/30/12

WITNESSED FOR THE LESSOR BY:

[Signature]
Name: JAMES R HOLDEN JR
Title: MANAGER
Date: 8/29/2012

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

- A. **Office and Related Space:** 93,922 rentable square feet (RSF), yielding 82,388 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on multiple floor(s) of the Building, as depicted on the floor plan(s) attached hereto as Exhibit 1.
- B. **Common Area Factor:** The Common Area Factor (CAF) is established as 14 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. **Parking:** 10 parking spaces as depicted on the plan attached hereto as Exhibit 2, reserved for the exclusive use of the Government, of which 10 shall be structured/inside parking spaces. In addition, the Lessor shall provide up to an additional two hundred fifty (250) general parking spaces on a fee basis; the two hundred fifty (250) parking spaces shall be located in the building's parking deck or in one of the surface parking lots controlled by the building and may be rented at the prevailing rate offered for monthly parking to the general public.
- B. **Antennas, Satellite Dishes, and Related Transmission Devices:** Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all Building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (JUN 2012)

- A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM YRS 1-5				
	09/01/12-08/31/13	09/01/13-08/31/14	09/01/14-08/31/15	09/01/15-08/31/16	09/01/16-08/31/17
OFFICE RENT ¹	\$1,573,596.00	\$1,620,803.88	\$1,669,428.00	\$1,719,510.84	\$1,771,096.16
TI RENT ²	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
OPERATING COSTS ³	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
STORAGE SPACE RENT ⁴	\$ 78,000.00	\$ 80,340.00	\$ 82,750.20	\$ 85,232.71	\$ 87,789.69
PARKING ⁵	\$ 7,200.00	\$ 7,416.00	\$ 7,638.48	\$ 7,867.63	\$ 8,103.66
TOTAL ANNUAL RENT	\$1,658,796.00	\$1,708,559.88	\$1,759,816.68	\$1,812,611.18	\$1,866,989.51

	FIRM TERM YRS 6-10				
	09/01/17-08/31/18	09/01/18-08/31/19	09/01/19-08/31/20	09/01/20-08/31/21	09/01/21-08/31/22
OFFICE RENT ¹	\$1,824,229.05	\$1,878,955.92	\$1,935,324.60	\$1,993,384.33	\$2,053,185.86
TI RENT ²	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
OPERATING COSTS ³	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
STORAGE SPACE RENT ⁴	\$ 90,423.38	\$ 93,136.08	\$ 95,930.16	\$ 98,808.07	\$ 101,772.31
PARKING ⁵	\$ 8,346.77	\$ 8,597.18	\$ 8,855.09	\$ 9,120.74	\$ 9,394.37
TOTAL ANNUAL RENT	\$1,922,999.20	\$1,980,689.17	\$2,040,109.85	\$2,101,313.14	\$2,164,352.54

¹Office Rent calculation: \$18.00 per RSF multiplied by 87,422 RSF escalated annually 3%.

²There are no Tenant Improvements being amortized in the rent.

³All operating Costs and escalations are contained in the shell rent calculation. No additional operating rent charges for standard office operations.

⁴Storage Space Rent calculation: \$12.00 per RSF multiplied by 6,500 RSF of structured dry storage escalated annually 3%.

⁵Parking rent is \$720 each per year for 10 spaces escalated annually 3%.

B. Final space validation is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 82,388 ABOA SF (76,686 ABOA SF occupied office space and 5,702 ABOA SF occupied dry storage space) based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. SUB-PARAGRAPH INTENTIONALLY DELETED

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

F. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

G. SUB-PARAGRAPH INTENTIONALLY DELETED

1.04 PARAGRAPH INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective only after the Firm Term of this Lease. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

As an exception to the 10 year lease, 10 year firm term condition of this lease, the Government shall have a one-time right to reduce the then current Storage Space area by up to fifty percent (50%), such reduction effective September 1, 2017. For clarification, from September 1, 2017 until August 31, 2022, the remaining Storage Space area shall always be a minimum of 3,250 rentable square feet. This right is subject to the Government providing ninety (90) days advance written notice, removing all property from any Storage Space subject to the reduction, and leaving the space in "broom-clean" condition.

1.06 PARAGRAPH INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	5	1
PARKING PLAN(S)	2	2
GSA FORM 3517B GENERAL CLAUSES	46	3
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	4
ZONING AND OWNERSHIP EVIDENCE	14	5
ATTACHMENT: RENT SCHEDULE	1	6

1.08 PARAGRAPH INTENTIONALLY DELETED

1.09 PARAGRAPH INTENTIONALLY DELETED

1.10 PARAGRAPH INTENTIONALLY DELETED

1.11 PARAGRAPH INTENTIONALLY DELETED

1.12 PARAGRAPH INTENTIONALLY DELETED

1.13 PARAGRAPH INTENTIONALLY DELETED

1.14 PARAGRAPH INTENTIONALLY DELETED

1.15 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$60.00 per hour per zone
- No. of zones: 10

1.16 24-HOUR HVAC REQUIREMENT (APR 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate determined by actual metered usage for the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

Electricity consumption associated with the Government's above-standard use shall be sub-metered and billed monthly based on the building's cost per kilowatt-hour. Currently the Government maintains two (2) submeters in the 9th floor server room for supplemental HVAC and other uses, and one(1) sub-meter in a portion of the storage space for supplemental heat. Any future above standard electrical demand shall be sub-metered and billed to the Government monthly.

1.17 PARAGRAPH INTENTIONALLY DELETED

1.18 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.