

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE: 8/11/2011 LEASE NO: GS-O4B-61083

THIS LEASE, made and entered into this date by and between B R Cummings Research Park Portfolio III, TIC-1, LLC, ET AL

Whose address is: 16500 N. Park Drive, Suite 202 Southfield, MI 48705-4742

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 6,686 rentable square feet (RSF) of office and related space, which yields 5,814 ANSI/BOMA Office Area square feet (ABOASF) in Lakeside II Office located at 620 Discovery Drive Huntsville, AL 35806-2818.

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. The Lessor shall deliver the premises to the Government substantially complete no later than one hundred (100) calendar days subsequent to the Government's Notice to Proceed.
3. The Government shall pay the lessor annual rent for the entire term, monthly, in arrears, as follows:

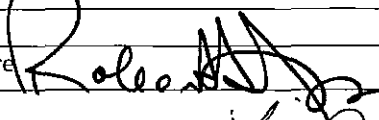
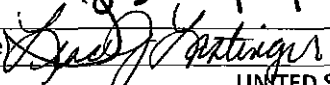
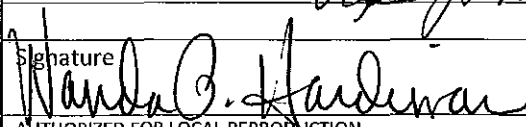
TERM	SHELL RENT	OPERATING RENT	TENANT IMPROVEMENT	ANNUAL RENT	PRSF RATE	PUSF RATE
3/1/2011-2/29/2016	\$73,746.58	\$56,630.42	\$0.00	\$130,377.00	\$19.50	\$22.42
3/1/2016-2/28/2021	\$80,432.58	\$56,630.42	\$0.00	\$137,063.00	\$20.50	\$23.57

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:

B R Cummings Research Park Portfolio III, TIC-1, LLC, ET AL  
3585 Atlanta Avenue  
Atlanta, GA 30354-1705

4. The DUNS number for this leasing entity is 831155614.
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.

-CONTINUED ON PAGE 2-

LESSOR		Robert A. Jackson	
Signature		Name of Signer	Executive Vice President
ADDRESS			
In the Presence of (Signature)		Name of Signer	LISA J. LASTINGER
UNITED STATES OF AMERICA			
Signature		Name of Signer	Wanda P. Hardiman
		OFFICIAL TITLE OF SIGNER:	
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is not usable		Contracting Officer	STANDARD FORM 2 (REV. 12/2006) REPRODUCED BY GSA - FPR (41 CFR) 1-16.60

6. The Following are attached and made a part hereof:
  - a. Solicitation for Offers 1AL2005 dated 2/3/2011 (Pages 1-52, PLUS Special Space Requirements)
  - 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
  - e. Security Requirements- Unified Facilities Criteria (UFC)
7. Lessor Shall furnish to the Government, as part of rental consideration, the following:
  - a. Those facilities, services, utilities, and maintenance in accordance with Solicitation for Offers 1AL2005.
  - b. 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.
  - c. Lessor shall provide 0 reserved surface parking spaces at no additional cost to the Government, in accordance with SFO 1AL2005.
8. The rental set forth in Paragraph 3 of this Lease Agreement is based upon the Lessor providing a tenant improvement allowance of \$0.00.
9. The Lessor at no cost to the Government shall install new carpet and paint throughout the tenant space and additional lighting in the tenant's conference room. The agency is responsible for costs associated with relocating furnishings for installation of new carpet and paint to include furniture breakdown, removal, relocation and build back which will not exceed \$14,000.00. The Landlord has agreed to pay any amount as related to this removal for carpeting and painting that may exceed the \$14,000.00 amount.
10. In accordance with Solicitation for Offers 1AL2005 paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.14998 (6,686 RSF / 5,814 USF).
11. In accordance with Solicitation for Offers 1AL2005 paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 10.49%.
12. In accordance with Solicitation for Offers 1AL2005 paragraph 4.3, *Operating Costs*, the escalation base is established as \$8.47 per rentable square foot per annum.
13. In accordance with Solicitation for Offers 1AL2005 paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$0.00 per ABOA for vacant space (rental reduction).
14. In accordance with Solicitation for Offers 1AL2005 paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$0.00 per hour per floor beyond the *Normal Hours* (Solicitation for Offers 1AL2005 paragraph 4.5) of operation of 6:00 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 in accordance with Solicitation for Offers 1AL2005 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 1AL2005, the SF-2 shall take precedence."
17. 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.

-LAST ITEM-

INITIALS: bw LESSOR & WAT GOV'T

STANDARD FORM 2 (REV. 12/2006) CONTINUATION