

US GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

**MARCH 8, 2010**

LEASE NO.

**GS-04B-50025**

THIS LEASE, made and entered into this date by and between

**BR CUMMINGS RESEARCH PARK PORTFOLIO I  
TIC-1, LLC, ET AL**

whose address is

16500 N. Park Drive, Suite 202  
Southfield, MI 48075-4742

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 111,951 Rentable Square Feet (RSF) or 102,896 BOMA Office Area in the Research Place building located at 5000 Bradford Drive, Huntsville, Alabama. The Government enters into this succeeding lease, which will be accepted in an "As Is" condition.

to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION

2. HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on:

**April 1, 2010 through March 31, 2015**, which represents a **five (5)** year firm term, with no cancellation privileges during the firm term of the lease.

3. 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>MONTHLY RATE</u>
Years 1 through 5	\$1,970,337.60	\$17.60 PRSF	\$164,194.80

4. The leased space will not be subject to a physical mutual measurement, in accordance with Clause Number 26, GSA Form 3517B, General Clauses. Rent checks shall be made payable to the following entity via Electronic Funds Transfer (EFT) as provided under Paragraph 23, GSA Form 3517B - General Clauses: Rent checks shall be made payable to:

Bluerock Property Management d/b/a

BR Cummings Research Park Portfolio I, TIC-1, LLC, et al

For Mailing: 200 Clinton Avenue NW, Suite 801 P.O. Box 934781

Atlanta, Georgia 31193-4781

Huntsville, AL 35801 Physical Location: 3585 Atlanta Avenue

Atlanta, Georgia 30354

\*\*\*\*\*Continued on Lease Rider Pages 2-3\*\*\*\*\*

5. 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 the scope of work outlined in the Solicitation for Offers 9AL2116 issued July 8, 2009. Code parking is provided within the proposed rent rate in Paragraph 3 of the Lease.
  - B. The space will be leased on a continuing basis in an "as is" condition. Any future tenant alterations that are required by the tenant agency in the future will be coordinated between the General Services Administration and the Lessor.
  - C. The breakdown of the rent rate shown in Paragraph 3 of the Lease of \$17.60 PRSF is as follows:  
Shell Rent - (Base Rent/Real Estate Taxes - \$14.71 PRSF; Operating Expenses (utilities) = \$2.89 PRSF.

(Continued on Page 3 of 3)

6. The following are attached and made a part hereof:
- A. Solicitation for Offers 9L2116 dated July 8, 2009.
  - B. Form 3518 entitled "Representations and Certifications" (Rev. 1/07).
  - C. GSA Form 3517B entitled "General Clauses" (Rev. 11/05).
  - D. Building Plans showing expanded space layout.

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

LESSOR

BR CUMMINGS RESEARCH PARK PORTFOLIO I, TIC-1, LLC, ET AL

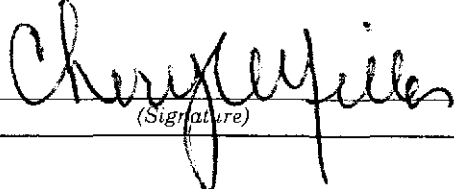
BY   
Authorized Official, Title

Jim Maher  
Senior Vice President  
(Signature)

IN THE PRESENCE OF   
(Signature)

  
(Address)

UNITED STATES OF AMERICA

BY   
(Signature)

CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
(Official title)

7. In accordance with Paragraph 4.3 (**Operating Costs**), the escalation base for the purpose of applying CPI escalations, effective on the first year anniversary of the commencement date of the lease, is established as **\$2.89** per rentable square foot, which is for services and utilities excluding the janitorial services. The **EXEMPT(b)(7)** will continue contracting directly for the janitorial services.

8. In accordance with Paragraph 4.2 - **Tax payment**, the percentage of Government occupancy is established as **41.07%**. The rent rates reflected in this Lease include a base year tax of \$215,339.00 for this facility. This shall become the actual base year taxes for use in determining whether the Government is entitled to a lump sum adjustment to the rent obligation (in the event the actual taxes are lower than \$215,339.00, as a pro rata share of the total tax bill, or whether the Lessor is entitled to a lump sum payment of any increase in taxes over the established base year taxes.

9. **Common Area Factor (CAF):** The Common Area Factor (CAF) for use in determining rentable area is 1.08 percent.

10. **The Overtime Rate for heating/Cooling after Normal Hours:** There is no established overtime rate for the building. A of the **EXEMPT(b)(7)** facility is an operation that runs 24/7 due to its mission.

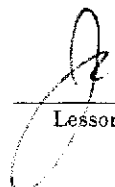
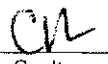
The Government will pay a direct pass through for utility costs over and above the projected annual cost of **\$2.00 PRSF or \$223,902.00**. This allowance will be reconciled at the end of each year of the lease and any costs submitted for payment by the Government must be fully supported by actual paid bills, invoices, and other appropriate documentation.

11. **Adjustment Rate for Vacant Premises** - The rate of **\$2.00** per rentable square foot is hereby established as the rate for adjustment for vacant premises. This rate will only apply in the event all or a portion of the space is vacated by the Government prior to the end of the firm term.

12. The Lessor shall remain fully responsible for all fire and life safety criteria, compliance with applicable building codes, and meeting all provisions stated in the SFO including the handicapped accessibility standards. In this regard, the Lessor shall be required to provide an allowance of \$65,000.00 for fire alarm protection during the term of the Lease.

\*\*\*\*\*This area is intentionally left blank\*\*\*\*\*

INITIALS:

 &   
Lessor Gov't