

STANDARD FORM 2  
FEBRUARY 1965  
EDITION  
GENERAL SERVICES  
ADMINISTRATION

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

6/29/11

LEASE NO.

GS-04B-50090

THIS LEASE, made and entered into this date by and between HIGHWOODS REALTY LIMITED PARTNERSHIP

Whose address is 3100 SMOKETREE COURT, SUITE 600  
RALEIGH NC 27064

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 136,512 rentable square feet (RSF) of Office and related space, which yields 118,923 ANSI/BOMA Office Area square feet (ABOA) of space at 2635 Century Parkway Atlanta GA 30345-3153 to be used for such purposes as determined by the General Services Administration. The offered space and entire building premises are presented to the Government in "as-is" condition. Lessor represents that the entire premises as well as the Building Shell items in the leased premises are in "good repair and tenantable condition" at the time of Lease Commencement and the Government hereby accepts such items or conditions for purposes of the Lease. The location of the space within the building is described and defined in the attachment labeled "2635 Century Center Occupied Space" and includes 8,316 RSF of space located on the 10<sup>th</sup> floor at no cost to the Government as defined in the attachment labeled. "2635 Century Center Occupied Space."

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on Feb 1, 2012 and continuing through Jan 30, 2017 subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor initial annual rent of \$21.52 (\$21.52/RSF - \$24.70/ABOA) at the rate of \$244,811.52 per month in arrears. The rent described above will escalate in accordance with the below chart and the initial rental rate is defined as \$14.42 PRSF for Shell Rent and \$7.10 PRSF for Operating Costs. Lease rates per year are as describe below;

Lease Year	Operating Cost	Shell Rent	Total Rent	Total
1	\$7.10	\$14.42	\$21.52	\$2,937,738.24
2	\$7.28	\$14.42	\$21.70	\$2,962,310.40
3	\$7.46	\$14.42	\$21.88	\$2,986,882.56
4	\$7.65	\$15.79	\$23.44	\$3,199,841.28
5	\$7.84	\$15.79	\$23.63	\$3,225,778.56

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

LESSOR

HIGHWOODS REALTY LIMITED PARTNERSHIP

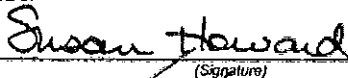
BY

  
(Signature)

Vice President

(Title)

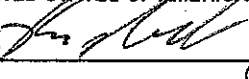
IN PRESENCE OF

  
(Signature)

2200 Century Pkwy Ste 800, Atlanta GA 30345  
(Address)

UNITED STATES OF AMERICA

BY

  
(Signature)

Contracting Officer, General Services Administration

(Official Title)

4. Rent checks shall be made payable to:

HIGHWOODS REALTY LIMITED PARTNERSHIP  
2200 Century Parkway, Suite 800, Atlanta, GA 30345-3118  
DUNS# 832939651

5. The Government may terminate this lease in whole or in part at any time on or after Jan 30, 2015 by giving at least 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.

6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:

A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 0GA2052 dated November 15, 2010 as amended on February 14, 2011.

B. The following are attached and made a part hereof:

C. Solicitation for Offers 0GA2094 dated December 10, 2010 as amended on February 1, 2011 and February 17, 2011

A. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])

B. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])

7. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, and any references to said paragraph in Amendment #1 the space will be taken in it's present "as is" condition with the following exceptions:

- Upon execution of this lease, Landlord will commence with the following building improvements in calendar year 2011:
- Landlord will renovate completely common area restrooms, all common area corridors and all common area elevator lobbies on floors 2, 3, 5, 9 and 10.
- Landlord will renovate building main lobby and (5) elevator cabs
- These improvements will be completed no later than January 31, 2012, subject to delays caused by the Government or any others delays beyond the Lessor's control
- Supplemental HVAC for the existing space will continue as set forth in the preceding lease (GS-04B-30357) and will be provided for two additional rooms being completed under a separate project and removed from this SFO. The HVAC mentioned above will be metered and billed directly to the tenant in addition to the standard operating expenses

8. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 60.08%.

9. Paragraph 4.2 of the SFO entitled *Operating Costs Base*, is hereby deleted replaced with the following paragraph; "The base for the operating costs adjustment will be established during negotiations based upon ANSI/BOMA Office Area square feet. Beginning with the second year of the lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs included but not limited the expenses associated shall pay annual incremental adjusted rent for changes in costs included but not limited the expenses associated with cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy, these cost are commonly referred to as "Operating Costs." Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment. In lieu of passing through the actual incremental additional costs outlined above, the Government shall pay an annual increase of two percent and a half percent (2.5%) of the operating cost base established during negotiations. This amount will be compounded annually and calculated by multiplying the previous years' amount by 1.025."

The escalation base is established as \$7.10/RSF (\$969,235.20/annum), the method of calculating the increase's in the operating costs is described in the above paragraph and the result of these calculations are shown in the rent chart contained in paragraph 3.

Continued on the next Page

LESSOR

BY 

(Ink)

UNITED STATES OF AMERICA

BY 

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10. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 14.79%.
11. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$2.00/ABOA for vacant space (rental reduction).
12. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$50.00 per hour per floor.
13. Pursuant to SFO Section 4.4 entitled *Normal Hours*, the normal hours of operation are established and shall be provided daily, extending from 7:00 am to 6:00 pm Mon-Fri, and 8:00 am to 12:00 pm on Saturday's, except Sundays and Federal Holidays
14. Tax Statements from DeKalb County, Georgia under parcel numbers 18 204 01 111; 18 204 01 112; and 18 204 01 113. Parcel 18 204 01 111 pertains to the 2635 Century Center Office Building. Parcel 18 204 01 113 pertains to the Vehicle Maintenance Facility Building. Parcels 18 204 01 111 and 18 204 01 113 are processed to the government for 100% recovery over the Base Tax Amount. In addition, the portion of parcel 18 204 01 112 pertaining to the parking structure is split between the 2635 Century Center Office Building and the 2500 Century Center Office Building. The portion of the parking structure attributable to this Lease is 37.1% (derived from 351 spaces of the 946 available). The Tax Base for this lease is \$267,622 (\$1.96/sf). The Government will occupy 60.08% of the building based on government occupancy of 136,512 rsf and a total building area of 227,209 rsf.\
15. SFO Paragraph 1.2.B., AMOUNT AND TYPE OF SPACE, (Page 5) and Paragraph 10.21., PARKING SECURITY REQUIREMENTS, (Page 35): An exception has been granted. The SFO requests 25 structured parking and 148 reserved parking spaces and that these spaces shall be secured and lit in accordance with the security section in this solicitation. An exception to these requirements due to this location being an existing, multi-tenant building. The parking garage is shared with other tenants as well as the adjacent building and lessor is unable to secure or reserve the structured parking spaces for this particular lease, other than the 5 spaces that are already reserved under the terms of the current lease(s). In addition, site lighting is proposed to remain "As-Is".
16. SFO Paragraph 9.6 A., INDOOR AIR QUALITY, (Page 30): The SFO requests that the Lessor control CO (carbon monoxide), CO2 (carbon dioxide) and HCHO (formaldehyde). Highwoods an exception to the SFO has been granted for this provision due to this location being an existing, multi-tenant building. No monitoring system is currently in place or is anticipated to monitor these contaminants, and the location is being offered under its current, "as is" condition.
17. SFO Paragraph 10.6, ACCESS TO BUILDING INFORMATION, (Page 33): The SFO requests that building information be strictly controlled and released to authorized personnel upon approval by the Lessee. An exception to the SFO has been granted. The proposed building is a multi-tenant building and therefore building information will be strictly controlled and released to authorized personnel as determined by the Lessor. Prior to releasing any information the lessor shall provide an opportunity for the

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Government to review the request if any information concerning the Government controlled space is to be released. The Government shall make the determination that no security specific information pertaining to the Government controlled space is being released other than what is publically obtainable. The request to release this information may not be unreasonably denied by either party.

18. SFO Paragraph 10.13 – 10.21, ENTRY SECURITY and OCCUPANT/VISITOR SCREENING, (Pages 34-35): The SFO requests various security measures and visitor screening controls. An exception to the SFO is granted. The proposed building is a multi-tenant building; therefore, access to the building or parking garage cannot be restricted for other tenants and their visitors. Additionally, the Lessor retains security control over all public areas and building entry points. The Lessee may, at their expense, secure the leased space with various measures mentioned in the SFO.
19. SFO Paragraph 10.24, [REDACTED] WINDOW PROTECTION REQUIREMENTS (NOV 2005) (BUILDING SPECIFIC SECURITY), (Page 35): An exception to this paragraph of the SFO is granted. The existing [REDACTED] wall system cannot meet the minimum [REDACTED] condition of "3B". A [REDACTED] [REDACTED] can be applied to the [REDACTED] but cannot be applied to the [REDACTED] so all [REDACTED] is excluded.
20. Additional [REDACTED] will be provided and are included in the rental rate and Base Costs of [REDACTED] PRSF [REDACTED] of the total amount of \$302,351.00 defined in line 23 of the Lessors Annual Costs Statement GSA Form 1217) The additional security includes a total of [REDACTED]: [REDACTED] to be provided from 6:00 a.m. until 2:00 p.m., and [REDACTED] to be provided from 2:00 p.m. until 10:00 p.m., Monday through Friday. The Government will continue to provide the [REDACTED] from 10:00 p.m. to 6:00 a.m. Monday through Friday and any additional time necessary on the weekends as determined by the Government.
21. Lessor acknowledges that certain deficiencies related to the building as specifically described and disclosed in the completed Prelease Fire and Life Safety evaluation. Lessor will make reasonable efforts, under commercially acceptable practices, to resolve and such deficiencies on or before the effective date of the lease (January 31, 2012). However, lessor makes no representations and/or warranties that such deficiencies can be or will be resolved. It is at the determination of, and at the cost of the Government to resolve any issues that the Government determines as unacceptable that would entail modification of the space to resolve.
22. Also included in this superseding lease is the Rooftop Antenna Terms and provisions of the antenna are as described in the attachment labeled "Attachment B"
23. Lessor Waives Restoration

X 

United States Government

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Lessor