

This Lease is made and entered into between

Highwoods Realty Limited Partnership

("the Lessor"), whose principal place of business is 2200 Century Parkway, Suite 800, Atlanta, GA 30345, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the 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:

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

**4245 International Parkway
Atlanta, GA 30354-3923**

together with rights to the use of parking and other areas as set forth herein.

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

15 Years

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA. The commencement date of this Lease, along with any applicable termination and renewal rights, shall more specifically be 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:



Name: James V. Bacchetta

Title: Vice President

Date: 12-28-2011

FOR THE GOVERNMENT:



Darrell Chavis

Lease Contracting Officer

Date: 1/13/12

WITNESSED BY:



Name: Susan S. Howard

Title: Manager of Lease Administration - Atlanta Division

Date: 12-28-2011

SECTION 1	THE PREMISES, RENT, AND OTHER TERMS	4
1.01	THE PREMISES	4
1.02	EXPRESS APPURTENANT RIGHTS.....	4
1.03	RENT AND OTHER CONSIDERATION.....	5
1.04	BROKER COMMISSION AND COMMISSION CREDIT:.....	5
1.05	TERMINATION RIGHT	6
1.06	RENEWAL RIGHTS.....	6
1.07	DOCUMENTS INCORPORATED BY REFERENCE.....	6
1.08	TENANT IMPROVEMENT ALLOWANCE.....	6
1.09	TENANT IMPROVEMENT RENTAL ADJUSTMENT (APR 2011).....	6
1.10	TENANT IMPROVEMENT FEE SCHEDULE.....	6
1.11	PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE.....	7
1.12	OPERATING COST BASE	7
1.13	RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES.....	7
1.14	HOURLY OVERTIME HVAC RATES	7
1.15	24-HOUR HVAC REQUIREMENT (APR 2011).....	7
SECTION 2	GENERAL TERMS, CONDITIONS AND STANDARDS.....	8
2.01	DEFINITIONS AND GENERAL TERMS (JULY 2011).....	8
2.02	AUTHORIZED REPRESENTATIVES (APR 2011).....	8
2.03	WAIVER OF RESTORATION (APR 2011).....	8
2.04	PAYMENT OF BROKER (APR 2011).....	8
2.05	CHANGE OF OWNERSHIP (APR 2011).....	9
2.06	REAL ESTATE TAX ADJUSTMENT (AUG 2008).....	9
2.07	ADJUSTMENT FOR VACANT PREMISES (APR 2011).....	11
2.08	OPERATING COSTS ADJUSTMENT (APR 2011).....	11
2.09	FINANCIAL AND TECHNICAL CAPABILITY (MAY 2011).....	11
2.10	RELOCATION ASSISTANCE ACT (APR 2011).....	11
SECTION 3	CONSTRUCTION STANDARDS AND SHELL COMPONENTS.....	13
3.01	LABOR STANDARDS (APR 2011).....	13
3.02	WORK PERFORMANCE (APR 2011).....	13
3.03	RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)	13
3.04	ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007)	13
3.05	EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (DEC 2010).....	13
3.06	CONSTRUCTION WASTE MANAGEMENT (AUG 2008).....	13
3.07	WOOD PRODUCTS (AUG 2008).....	13
3.08	ADHESIVES AND SEALANTS (AUG 2008).....	13
3.09	BUILDING SHELL REQUIREMENTS (APR 2011).....	14
3.10	RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (APR 2011).....	14
3.11	QUALITY AND APPEARANCE OF BUILDING (APR 2011).....	14
3.12	VESTIBULES (APR 2011).....	14
3.13	MEANS OF EGRESS (APR 2011).....	14
3.14	AUTOMATIC FIRE SPRINKLER SYSTEM (APR 2011).....	14
3.15	FIRE ALARM SYSTEM (APR 2011).....	15
3.16	ENERGY INDEPENDENCE AND SECURITY ACT (MAY 2011).....	15
3.17	ELEVATORS (APR 2011).....	15
3.18	BUILDING DIRECTORY (APR 2011).....	15
3.19	FLAGPOLE (APR 2011).....	15
3.20	DEMOLITION (APR 2011).....	16
3.21	ACCESSIBILITY (FEB 2007).....	16
3.22	CEILINGS (APR 2011).....	16
3.23	DOORS (XXX 2011).....	16
3.24	DOORS: EXTERIOR (APR 2011).....	16
3.25	DOORS: HARDWARE (APR 2011).....	16
3.26	DOORS: IDENTIFICATION (APR 2011)	16
3.27	WINDOWS (APR 2011).....	16
3.28	PARTITIONS: GENERAL (APR 2011)	17
3.29	PARTITIONS: PERMANENT (APR 2011).....	17
3.30	INSULATION: THERMAL, ACOUSTIC, AND HVAC (APR 2011)	17
3.31	WALL FINISHES (APR 2011).....	17
3.32	PAINTING (APR 2011)	17
3.33	FLOORS AND FLOOR LOAD (APR 2011).....	17
3.34	FLOOR COVERING AND PERIMETERS (APR 2011).....	17
3.35	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)	18
3.36	BUILDING SYSTEMS (APR 2011).....	18
3.37	ELECTRICAL (APR 2011).....	18
3.38	ADDITIONAL ELECTRICAL CONTROLS (APR 2011)	18
3.39	PLUMBING (XXX 2011).....	18

3.40	DRINKING FOUNTAINS (APR 2011).....	18
3.41	TOILET ROOMS (APR 2011).....	18
3.42	JANITOR CLOSETS (APR 2011).....	19
3.43	HEATING VENTILATION AND AIR CONDITIONING (APR 2011).....	19
3.44	HEATING AND AIR CONDITIONING (APR 2011).....	19
3.45	VENTILATION (APR 2011).....	19
3.46	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000).....	19
3.47	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008).....	20
3.48	LIGHTING: INTERIOR AND PARKING (DEC 2010).....	20
3.49	ACOUSTICAL REQUIREMENTS (SEP 2009).....	20
3.50	ENERGY EFFICIENCY AND CONSERVATION FOR NEW CONSTRUCTION (SEP 2010).....	21
3.51	SECURITY FOR NEW CONSTRUCTION (NOV 2005).....	21
3.52	SEISMIC SAFETY FOR NEW CONSTRUCTION (AUG 2008).....	21
3.53	LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) (DEC 2010).....	21
3.54	INDOOR AIR QUALITY DURING CONSTRUCTION (DEC 2007).....	21
3.55	GREEN LEASE SUBMITTALS (SEP 2010).....	21
3.56	DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2005).....	22
3.57	ACCESS TO UTILITY AREAS (NOV 2005).....	22
3.58	MECHANICAL AREAS AND BUILDING ROOFS (NOV 2005).....	22
3.59	ACCESS TO BUILDING INFORMATION (NOV 2005).....	22
3.60	IDENTITY VERIFICATION OF PERSONNEL (MAY 2007).....	22
3.61	SYSTEMS COMMISSIONING (APR 2011).....	23
3.62	SECURE HVAC: AIRBORNE HAZARDS (NOV 2005).....	23
3.63	EMERGENCY POWER TO CRITICAL SYSTEMS (NOV 2005).....	23
3.64	SECURE HVAC: SECURE RETURN AIR GRILLES (NOV 2005).....	23
3.65	SECURE HVAC: OUTDOOR AIR INTAKES (NOV 2005).....	23
3.66	EMERGENCY VOICE/ALARM COMMUNICATION SYSTEM (APR 2011).....	23
3.67	SECURE HVAC: DEDICATED HVAC FOR LOBBIES, MAILROOMS, AND LOADING DOCKS (NOV 2005).....	23
SECTION 4 DESIGN, CONSTRUCTION AND POST AWARD ACTIVITIES.....		24
4.01	SCHEDULE FOR COMPLETION OF SPACE (AUGUST 2011).....	24
4.02	CONSTRUCTION DOCUMENTS (APR 2011).....	24
4.03	CONSTRUCTION DOCUMENTS (APR 2011).....	24
4.04	TENANT IMPROVEMENTS PRICE PROPOSAL (APR 2011).....	25
4.05	TENANT IMPROVEMENTS PRICING REQUIREMENTS (MAY 2011).....	25
4.06	CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011).....	25
4.07	PROGRESS REPORTS (APR 2011).....	25
4.08	ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (APR 2011).....	26
4.09	CONSTRUCTION INSPECTIONS (APR 2011).....	26
4.10	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2011).....	26
4.11	LEASE TERM COMMENCEMENT DATE AND ANNUAL RENT RECONCILIATION (APR 2011).....	26
4.12	AS-BUILT DRAWINGS (APR 2011).....	26
4.13	LIQUIDATED DAMAGES (APR 2011).....	26
SECTION 5 TENANT IMPROVEMENT COMPONENTS.....		27
5.01	TENANT IMPROVEMENT (TI) REQUIREMENTS (APR 2011).....	27
5.02	FINISH SELECTIONS (DEC 2010).....	27
5.03	WINDOW COVERINGS (SEP 2009).....	27
5.04	DOORS: SUITE ENTRY (AUG 2008).....	27
5.05	DOORS: INTERIOR (AUG 2008).....	27
5.06	DOORS: HARDWARE (DEC 2007).....	27
5.07	DOORS: IDENTIFICATION (SEP 2000).....	28
5.08	PARTITIONS: SUBDIVIDING (SEP 2009).....	28
5.09	WALL FINISHES - TI (APR 2011).....	28
5.10	PAINTING - TI (APR 2011).....	28
5.11	FLOOR COVERINGS AND PERIMETERS.....	29
5.12	HEATING AND AIR CONDITIONING - TI (APR 2011).....	30
5.13	ELECTRICAL: DISTRIBUTION—TI (APR 2011).....	30
5.14	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT—TI (APR 2011).....	30
5.15	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS—TI (AUG 2008).....	30
5.16	DATA DISTRIBUTION (AUG 2008).....	30
5.17	ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (AUG 2008).....	30
5.18	LIGHTING: INTERIOR AND PARKING - TI (APR 2011).....	31
SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM.....		32
6.01	PROVISION OF SERVICES, ACCESS, AND ROUTINE HOURS (APR 2011).....	32
6.02	UTILITIES (APR 2011).....	32
6.03	UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (APR 2011).....	32
6.04	HEATING AND AIR CONDITIONING (APR 2011).....	32

6.05	OVERTIME HVAC USAGE (APR 2011).....	32
6.06	JANITORIAL SERVICES (APR 2011)	32
6.07	SELECTION OF CLEANING PRODUCTS (APR 2011)	33
6.08	SELECTION OF PAPER PRODUCTS (APR 2011)	33
6.09	SNOW REMOVAL (APR 2011)	33
6.10	MAINTENANCE AND TESTING OF SYSTEMS (APR 2011).....	33
6.11	MAINTENANCE OF PROVIDED FINISHES (APR 2011).....	33
6.12	ASBESTOS ABATEMENT (APR 2011).....	34
6.13	ONSITE LESSOR MANAGEMENT (APR 2011)	34
6.14	SCHEDULE OF PERIODIC SERVICES (APR 2011).....	34
6.15	LANDSCAPING (APR 2011)	34
6.16	LANDSCAPE MAINTENANCE (APR 2011).....	34
6.17	RECYCLING (DEC 2007).....	34
6.18	RANDOLPH-SHEPPARD COMPLIANCE (APR 2011)	35
6.19	SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (JUN 2009)	35
6.20	INDOOR AIR QUALITY (DEC 2007)	35
6.21	RADON IN AIR (AUG 2008).....	35
6.22	RADON IN AIR (SEP 2000).....	35
6.23	RADON IN WATER (AUG 2008).....	35
6.24	HAZARDOUS MATERIALS (OCT 1996).....	35
6.25	MOLD (AUG 2008).....	35
6.26	OCCUPANT EMERGENCY PLANS (APR 2011).....	36
6.27	FLAG DISPLAY (APR 2011).....	36

SECTION 7	ADDITIONAL TERMS AND CONDITIONS.....	37
7.01	SWING SPACE REQUIREMENT	37
7.02	POSTING OF GOVERNMENT RULES AND REGULATIONS (NOV 2005)	37
7.03	OCCUPANT EMERGENCY PLAN (NOV 2005).....	37
7.04	ADDITIONAL SECURITY (NOV 2005).....	37
7.05	ENTRY SECURITY: TRUCK SHIPMENTS (NOV 2005).....	37
7.06	[REDACTED] (NOV 2005).....	37
7.07	[REDACTED] (NOV 2005).....	37
7.08	[REDACTED] (NOV 2005).....	38
7.09	[REDACTED] (NOV 2005).....	38
7.10	[REDACTED] (NOV 2005).....	38
7.11	[REDACTED] (NOV 2005).....	38
7.12	TEMPORARY SECURITY UPGRADE DUE TO IMMEDIATE THREAT (NOV 2005).....	38

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES

The Premises are described as follows:

Office and Related Space: 24,014 rentable square feet (RSF), yielding 23,000 ANSI/BOMA Office Area (ABOA) square feet of office and related space (based upon a Common Area Factor of 4.41%, located on the 1st floor of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

1.02 EXPRESS APPURTENANT RIGHTS

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: 70 parking spaces of which 15 shall be secured spaces reserved for the exclusive use of the Government as depicted on the plan attached hereto as Exhibit B, and 55 shall be surface parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennae, 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

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

	YEARS 1 – 7		YEARS 8 – 11	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENTAL RATE	\$224,050.62	\$9.33	\$310,260.88	\$12.92
TENANT IMPROVEMENTS RENTAL RATE*	\$157,291.70	\$6.55	\$0.00	\$0.00
OPERATING COSTS*	\$122,951.68	\$5.12	\$122,951.68	\$5.12
BUILDING SPECIFIC SECURITY COSTS	\$0.00	\$0.00	\$0.00	\$0.00
FULL SERVICE RATE	\$504,294.00	\$21.00	\$433,212.56	\$18.04

*The Tenant Improvements Allowance is amortized at a rate of 6.75 percent per annum for 7 years.

	YEARS 12 – 15	
	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENTAL RATE	\$366,693.78	\$15.27
TENANT IMPROVEMENTS RENTAL RATE*	\$0.00	\$0.00
OPERATING COSTS*	\$122,951.68	\$5.12
BUILDING SPECIFIC SECURITY COSTS	\$0.00	\$0.00
FULL SERVICE RATE	\$489,645.46	\$20.39

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 23,000 ABOA sq. ft. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

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 the 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.

F. The 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 "Paragraph 1.01 THE PREMISES" created herein;
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
4. 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.

1.04 BROKER COMMISSION AND COMMISSION CREDIT:

Studley, 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 Studley, 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 first 6 months.

Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully 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:

Total Credit: [REDACTED]
Months to Amortize: 6
Monthly Amortization: [REDACTED]

Month 1 Rental Payment \$42,024.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.
 Month 2 Rental Payment \$42,024.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.
 Month 3 Rental Payment \$42,024.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.
 Month 4 Rental Payment \$42,024.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.
 Month 5 Rental Payment \$42,024.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.
 Month 6 Rental Payment \$42,024.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 6th Month's Rent.

1.05 TERMINATION RIGHT

The Government may terminate this Lease, in whole or in part, at any time effective after the 7 year firm term of this Lease by providing not less than 90 days' prior written notice to the Lessor. 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.

1.06 RENEWAL RIGHTS

1.07 DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
GSA FORM 3517B GENERAL CLAUSES	33	D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	4	E

1.08 TENANT IMPROVEMENT ALLOWANCE

The Tenant Improvement Allowance for purposes of this Lease is \$880,818.12, or \$38.29 (rounded) per ABOA sq. ft. The Tenant Improvement Allowance is the amount that the Lessor shall make available for the Government to be used for the Tenant Improvements. This amount is amortized in the rent over the firm term of this Lease at an annual interest rate of 6.75 percent.

1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (APR 2011)

A. The Government, at its sole discretion, shall make all decisions as to the use of the TI Allowance. The Government may use all or part of the Tenant Improvement Allowance. The Government may return to the Lessor any unused portion of the Tenant Improvement Allowance in exchange for a decrease in rent according to the agreed-upon amortization rate over the firm term.

B. The Government shall have the right to make lump sum payments for any or all work covered by the Tenant Improvement Allowance. That part of the Tenant Improvement Allowance amortized in the rent shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unpaid amortized balance of the Tenant Improvement Allowance. If the Government elects to make a lump sum payment for the Tenant Improvement Allowance after occupancy, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the Lease.

C. If it is anticipated that the Government will spend more than the allowance identified above, the Government shall have the right to either:

1. Reduce the Tenant Improvement requirements;
2. Pay lump sum for the overage upon completion and acceptance of the improvements; or
3. Increase the rent according to the negotiated amortization rate over the firm term of the Lease.

1.10 TENANT IMPROVEMENT FEE SCHEDULE

For pricing Tenant Improvement Costs as defined herein, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (\$ PER ABOA SQ. FT. OR % OF CONSTRUCTION COSTS)	8%
LESSOR'S PROJECT MANAGEMENT FEE (% OF CONSTRUCTION COSTS)	6%
GENERAL CONDITIONS	6%
GENERAL CONTRACTOR'S FEE	7%

1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is **55.314%** percent. The percentage of occupancy is derived by dividing the total Government space of RSF by the total building space of **43,414** rentable square feet.

1.12 OPERATING COST BASE

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be **\$5.12** per rentable sq. ft.

1.13 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES

In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by **\$2.00** per ABOA sq. ft. of space vacated by the Government.

1.14 HOURLY OVERTIME HVAC RATES

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

\$60.00 per hour for the entire space.

\$20.00 per hour for space up to approximately 8,005 RSF (1/3 of the tenant demised space).

1.15 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 of **\$0.4802** per ABOA sq. ft. of the area receiving the 24-hour HVAC.