

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE:

LEASE NO:GS-O4B-61031

THIS LEASE, made and entered into this date by and between ACP Marquis II LLC

Whose address is: 225 Peachtree Street NE, Suite 200
Atlanta, GA 30303-1727

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 8,023 Rentable Square Feet (RSF) of office and related space 6,498 ANSI/BOMA Office Area Square Feet (ABOASF) at 285 Peachtree Center Ave, Atlanta, Georgia 30303-1230. Nine (9) on-site parking spaces are to be provided and are included in the below Annual Rent.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for five (5) years firm, subject to termination and renewal rights as may be hereinafter set forth.
3. The Government shall pay the lessor annual rent for the entire term, monthly, in arrears, as follows:

TERM	Annual Rent	PRSF RATE	MONTHLY RATE
4/1/2011-3/31/2016	\$143,772.16	\$17.92	\$11,981.01

The above annual rent is inclusive of the annual operating rental rate indicated in Paragraph 10 of this lease contract.

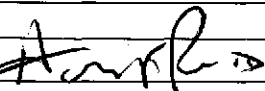
The rental rate is subject to the Government's measurement of plans submitted by the Lessor or a mutual on-site measurement of the space and will be based on the rate, per BOMA rentable square feet (PRSF) as noted above, in accordance with Clause 27 (PAYMENT), GSA Form 3517c, General Clauses. The lease 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:

c/o ACP/DLF Peachtree Center LLC
P.O. Box 935025
Atlanta, GA 31193-5025

4. The DUNS number for leasing entity is 791561850.
5. The Government may not terminate this lease in whole or in part at any time.

LESSOR

Signature

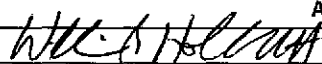


Name of Signer

Henry F. Pratt III S/N/

ADDRESS

In the Presence of (Signature)



Name of Signer

William S. Hollett

UNITED STATES OF AMERICA

Signature



Name of Signer

Darnell Chavis

OFFICIAL TITLE OF SIGNER:

Contracting officer

6. The Following are attached and made a part hereof:
 - a. SF-2 Portion of the Lease (Page 1-3)
 - b. Solicitation for Offers OGA2103 dated 3/29/2011 (Pages 1-35)
 - c. GSA Form 3517C entitled GENERAL CLAUSES (Rev. 11/05) (Pages 1-21)
 - d. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07) (Pages 1-4)
 - e. Floor Plan entitled GSA SFO OGA2103
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 OGA2103.
 - b. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease stated in Solicitation for Offers OGA2103 and the Government approved design intent drawings.
8. In accordance with Solicitation for Offers OGA2103 paragraph 4.1 B, *Measurement of Space*, the common area factor is established as 1.23 (8,023 RSF / 6,498 USF).
9. In accordance with Solicitation for Offers OGA2103 paragraph 4.1, *Tax Adjustment*, the percentage of Government occupancy is established as 1.7 %.(based on total building area of 464,277 RSF and the Government's occupancy of approximately 8,023 RSF). Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum ABOASF stated in the SFO, and in accordance with GSA Form 3517B, GENERAL CLAUSES.
10. In accordance with Solicitation for Offers OGA2103 paragraph 4.2, *Operating Costs*, the escalation base is established as \$5.67 per rentable square foot per annum.
11. In accordance with Solicitation for Offers OGA2103 paragraph 4.3, *Adjustment for Vacant Premises*, the adjustment is established as \$3.00 per ABOA for vacant space.
12. In accordance with Solicitation for Offers OGA2103 paragraph 4.5, *Overtime Usage*, the rate of overtime usage is established as \$45.00 per hour beyond the *Normal Hours* (Solicitation for Offers OGA2103 paragraph 4.4) of operation of 7:00 AM to 6:00 PM
13. In accordance with Solicitation for offers OGA2103 RIDER Paragraph E. Lessor shall have the one-time right to cause the Government to relocate from the Premises to a comparable space ("Relocation Space") within the project known as Peachtree Center at any time by providing the Government notice prior to January 15, 2012, and giving the Government 60 days notice prior to the actual move date. In the event Lessor exercises its option to relocate the Government, Lessor shall at the lessor's expense be solely and totally responsible for moving the Government which includes but not limited to ; refixturing, relocation of telephone and computer wiring, and replacement of existing stationary (up to a 6 month supply thereof). Such relocation shall not terminate or otherwise affect or modify this Lease except that from and after the date of such relocation, the "Premises" shall refer to the relocation space into which the Government has been moved, rather than the original Premises as herein defined. As a result of the move, the Governments square footage shall not decrease, nor will the Governments annual rent increase.
14. In accordance with Solicitation for offers OGA2103 RIDER Paragraph F. Notwithstanding Paragraphs 1.10, 4 and 8.7 to the contrary, the Government shall be responsible for all costs associated with supplemental HVAC units servicing the Premises.

INITIALS: HP LESSOR & SC GOV'T