

**US GOVERNMENT  
LEASE FOR REAL PROPERTY**

DATE OF LEASE:

6/29/11

LEASE NO. GS-04B-61040

THIS LEASE, made and entered into this date by and between **Virgil R. Williams, LLC**

whose address is **2056 West Park Place Blvd.  
Suite A  
Stone Mountain, Georgia 30087-3540**

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 20,415 rentable (18,227 ANSI/BOMA office area) square feet of office and related space located in a building at 3301 Buckeye Road, Chamblee, Dekalb County, Georgia 30341-4236 to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

2. TO HAVE AND TO HOLD the said Premises with their appurtenances for a term of ten (10) years commencing on July 1, 2011 and ending on June 30, 2021 (the "Lease Term").

3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:



Lease Year	RSF	Annual Shell	Annual Operating rent	Annual TI	Shell Rent PRSF	Operating rent PRSF	TI PRSF	Total A/R	\$ PRSF	Monthly Rate
1	20,415	\$193,330.05	\$92,888.25	\$23,681.40	\$9.47	\$4.55	\$1.16	\$309,899.70	\$15.18	\$25,824.98
2	20,415	\$193,330.05	\$95,210.46	\$22,456.00	\$9.47	\$4.66	\$1.16	\$310,996.51	\$15.23	\$25,916.38
3	20,415	\$193,330.05	\$97,590.72	\$22,456.00	\$9.47	\$4.78	\$1.16	\$313,376.77	\$15.35	\$26,114.73
4	20,415	\$193,330.05	\$100,030.49	\$22,456.00	\$9.47	\$4.90	\$1.16	\$315,816.54	\$15.47	\$26,318.04
5	20,415	\$193,330.05	\$102,531.25	\$22,456.00	\$9.47	\$5.02	\$1.16	\$318,317.30	\$15.59	\$26,526.44
6	20,415	\$215,786.55	\$105,094.53	\$0.00	\$10.57	\$5.15	\$0.00	\$320,881.08	\$15.72	\$26,740.09
7	20,415	\$215,786.55	\$107,721.89	\$0.00	\$10.57	\$5.28	\$0.00	\$323,508.44	\$15.85	\$26,959.04
8	20,415	\$215,786.55	\$110,414.94	\$0.00	\$10.57	\$5.41	\$0.00	\$326,201.49	\$15.98	\$27,183.46
9	20,415	\$215,786.55	\$113,175.31	\$0.00	\$10.57	\$5.54	\$0.00	\$328,961.86	\$16.11	\$27,413.49
10	20,415	\$215,786.55	\$116,004.70	\$0.00	\$10.57	\$5.68	\$0.00	\$331,791.25	\$16.25	\$27,649.27

Note 1 The rate per rentable square foot (RSF) is determined by dividing the total annual rent by the rentable square footage set forth in paragraph 1 above.

Note 2 The rate per rentable square foot does not include CPI escalations.

Note 3 Rent for a lesser period shall be prorated. Rent shall be made payable to:

Virgil R. Williams, LLC  
2056 West Park Place Blvd.  
Suite A  
Stone Mountain, Georgia 30087-3540

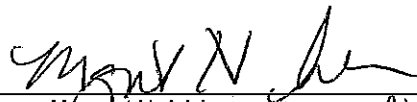
Initials:  &   
Lessor Government

4. The Government may terminate this lease, in whole or in part, at any time on or after the fifth (5<sup>th</sup>) year, by giving the Lessor at least ninety (90) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.
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 Solicitation for Offers (SFO) OGA2038.
  - B. Build-out in accordance with Solicitation for Offers OGA2038. All tenant alterations are to be completed within one-hundred-twenty (120) calendar days from receipt of notice to proceed.
  - C. 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.
  - D. Lessor shall provide at twenty-six (26) designated spaces for Employee/Visitor Use or Official Government Vehicles at no additional cost to the Government for parking in accordance with Solicitation for Offers OGA2038.
6. The following are attached and made a part hereof:
- A. Solicitation for Offers OGA2038 and all attachments and amendments,
  - B. GSA Form 3517B entitled General Clauses and amendments,
  - C. GSA Form 3518 entitled Representations and Certifications,
  - D. Floor Plans/Site Plans submitted with SFO OGA2038.

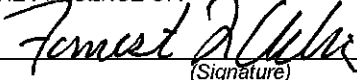
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Virgil R. Williams, LLC

BY

  
Margaret H. Adair  
Virgil R. Williams, LLC  
Registered Agent

IN THE PRESENCE OF:

  
(Signature)

(Signature)

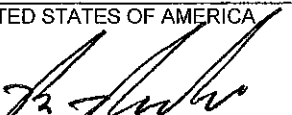
2054 W. Park Place, Suite A

Stone Mountain, GA 30087

(Address)

UNITED STATES OF AMERICA

BY

  
(Signature)

BRIAN NARDUCCI, CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
(Official title)

7. In accordance with the SOLICITATION FOR OFFERS OGA2038, Paragraph 2.4 Broker Commission and Commission Credit (Nov 2006), the amount of [REDACTED] is established as the broker's fee. The amount of [REDACTED] (rounded) which is [REDACTED] of the [REDACTED] will be deducted from the shell portion of the rent until it has been refunded to the Government. This calculates to a rental reduction of [REDACTED] (rounded) per month for three (3) months from the effective date of the lease ([REDACTED] divided by 3). The [REDACTED] balance which equates to [REDACTED] is to be paid to the broker, Studley, Inc. upon signature of the lease.



Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture 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:

First Month's Rental Payment of \$25,824.98 (of which \$16,110.84 is shell) minus prorated Commission Credit of \$ [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment of \$25,824.98 (of which \$16,110.84 is shell) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment of \$25,824.98 (of which \$16,110.84 is shell) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

8. In accordance with the SOLICITATION FOR OFFERS OGA2038, Paragraph 1.3 (Measurement of Space), the common area factor (CAF) is established as 1.116977622.
9. In accordance with SOLICITATION FOR OFFERS OGA2038, Paragraph 4.1 (Tax Adjustment), the percentage of Government occupancy is established as 35.47% (Based on Government occupancy of 20,415 rentable square feet and total building area of 57,556 rentable square feet).
10. In accordance with the SOLICITATION FOR OFFERS OGA2038, Paragraph 4.2 (Operating Costs), are established as \$4.54 per rentable square foot (\$5.08 per ANSI/BOMA office area square foot, rounded). The annual operating costs are \$92,888.25.
11. In accordance with the SOLICITATION FOR OFFERS OGA2038, Paragraph 4.3 (Adjustment for Vacant Premises), the rental rate reduction is established as \$2.00 per ANSI/BOMA office area square foot.
12. In accordance with SOLICITATION FOR OFFERS OGA2038, Paragraph 4.5 (Overtime Usage), the overtime usage is \$45.00 per hour per zone to the Government. Normal hours of operation are established as 8:00 am to 6:00 pm, Monday through Friday.
13. The Tenant Improvement Allowance (TI) provided in the lease is \$108,279.68 amortized at an interest rate of 3.50% over 5 years for an annual TI of \$23,681.40 (\$1.16 PRSF, \$1.29569 PABOASF). The TI allowance will be used to construct the interior space in accordance with the Government approved construction drawings and the SFO. All TI work will be completed within 120 calendar days from the execution date of this Standard Form 2.
14. Radon Certification must be furnished within 30 days after occupancy. Any corrective action must be completed within 30 days after tests are completed at no additional costs to the Government. If re-testing is required, results shall be forwarded to the General Services Administration Contracting Officer.
15. Any deviation from approved construction drawings or tenant improvement alterations requires approval by the General Services Administration Contracting Officer. Should Lessor make changes without this approval, the Government will not be responsible for the cost of those changes and Lessor will not be reimbursed.
16. The Lessor hereby waives restoration.

Initials:  &   
Lessor Government

17. Notices to the Lessor to be sent to:

Virgil R. Williams, LLC  
2056 West Park Place Blvd.  
Suite A  
Stone Mountain, Georgia 30087-3540

A handwritten signature in black ink, appearing to be "A. Williams", located in the bottom left corner of the page.