

US GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

9/9/09

LEASE NO. GS-04B-59168

THIS LEASE, made and entered into this date by and between **Ocmulgee Fields, Inc.**

Whose address is
131 Holiday North Drive
Macon, GA 31210

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 74,801 Rentable Square Feet (RSF) of office and related space, consisting of 66,466 ANSI/BOMA Office Area Square Feet (ABOASF) on two floors at 4685 Log Cabin Drive, Macon, Georgia 31204, as shown on the attached floor plans.

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 the term of ten (10) years beginning on the commencement date as determined by the date that space acceptance is made by the Government in accordance with section 5.12 "Construction Schedule and Acceptance of Tenant Improvements" of the SFO, subject to termination and renewal rights as may be hereafter set forth.

3. The 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 per RSF¹</u>	<u>RATE per ABOASF²</u>	<u>MONTHLY RATE</u>
Year 1 - Year 5	\$1,825,616.52	\$24.41	\$27.41	\$152,134.71
Year 6 - Year 10	\$1,404,014.77	\$18.77	\$21.12	\$117,001.23

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

Note 2. The rate per ABOASF is determined by dividing the total annual rental by the ABOASF set forth in Paragraph 9.

4. The Government may terminate this lease, in whole or in part, at any time on or after the 5th year of the lease, 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. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE per RSF</u>	<u>RATE per ABOASF</u>	<u>MONTHLY RATE</u>
DELETED	DELETED	DELETED	DELETED	DELETED

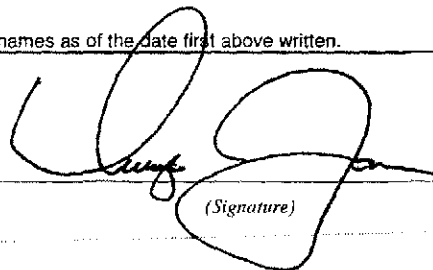
provided notice be given in writing to the Lessor at least ____ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. Rental will be based on the rate per ABOASF as noted in Paragraph 3 above. The lease contract and the amount of rent are according to the maximum ABOASF requested in SFO Paragraph 1.1 (Amount and Type of Space). Rent for a lesser period shall be prorated. Rent checks shall be made payable to:
- Ocmulgee Fields, Inc.
131 Holiday North Drive
Macon, GA 31210
7. 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) No. 6GA0078, as amended in Amendment No. 1 to Solicitation for Offers 6GA0078.
 - B. Buildout in accordance with Solicitation for Offers 6GA0078. Design Intent Drawings (DID's) shall be due from the Lessor within thirty (30) working days subsequent to lease award (in coordination with the tenant agency). All tenant alterations to be completed within ninety (90) working days from receipt of notice to proceed to construct tenant improvements, which include a written scope of work and finish schedules. Lease term to be effective and rental to begin on date of occupancy as identified in Paragraph 2.
 - C. Deviations to the approved Design Intent Drawings reviewed and furnished by the Government to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the Government Contracting Officer.
 - D. Lessor shall provide two hundred seventy-eight (278) secured, on-site parking spaces as part of the lease, at no additional cost to the Government.
8. The following are attached and made a part hereof:
- A. Solicitation for Offers 6GA0078.
 - B. Amendment No. 1 to Solicitation for Offers 6GA0078.
 - C. Rider No. 1 to Lease Number GS-04B-59168.
 - D. GSA Form 3517B entitled General Clauses (Rev. 06/08).
 - E. GSA Form 3518 entitled Representations and Certifications (Rev. 1/07).
 - F. Floor Plan, titled 4685 Log Cabin Drive, Macon, GA.

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

LESSOR: Ocmulgee Fields, Inc.

BY Dwight Jones - President
Authorized Official,


(Signature)

IN THE PRESENCE OF:


(Signature)



UNITED STATES OF AMERICA

BY Elaine A. Peters
(Signature)

ELAINE PETERS, CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official title)

9. The premises described in Paragraph 1 of this Standard Form 2 shall contain 66,466 ABOASF of office and related space, as identified in SFO 6GA0078. If the actual ABOASF is greater than 66,466, the Government shall have exclusive use of the additional square footage and at no rent charge to the Government.
10. The rent rate in Paragraph 3 for the period of five (5) years includes all Tenant Improvements. In accordance with Paragraph 3.2 of SFO 6GA0078, the Tenant Improvement allowance (T/I) provided in the lease is \$35.77 per ABOASF, or a total of \$2,377,581.87 amortized at an interest rate of 7.75% over five (5) years at a rate of \$8.65 per ABOASF (\$7.69 per RSF). The T/I will be used to construct the interior space in accordance with the approved Design Intent Drawings provided by the Government. If the tenant improvement cost exceeds \$35.77 per ABOASF (for up to 66,466 ABOASF), the balance due the Lessor will be paid by rental adjustment or lump sum, to be determined by the Government. If the entire tenant improvement allowance of \$35.77 per ABOASF is not used, the Government will adjust the rental rate downward to off-set the difference in the T/I. The Lessor understands, in lieu of Cost and Pricing Data, his contractor or each of his sub-contractors shall solicit three (3) bids for work completed as a part of the initial tenant alterations, e.g., for electrical, plumbing, etc. The lowest responsive bid will be accepted. This does not apply to the shell buildout.
11. Lessor and the Government agree that the Lessor's responsibilities under Paragraph 1.3 of SFO 6GA0078 shall be limited to the following:
- a) Roof Replacement – Lessor shall provide for a new roof and removal of all non-operational air conditioning equipment currently located on the roof within the first year of the lease.
 - b) Fire Alarm System Upgrade – Lessor shall upgrade the existing fire alarm system to include 330 photoelectric smoke detectors; 15 manual pull stations; 30 control relay modules; 50 wall mount temporal horn strobes; 6 ceiling horn strobes; 60 wall mount fire strobes; 10 ceiling mount fire strobes; new associated related wiring/conduit where required; EST3 control fire alarm panel in security office; LCD annunciator panels with CPU/door on each elevator landing and one in the facility office; special smoke detectors/air sample tubes/test stations within each of the four main HVAC ducts/air handlers; 1 primary power supply; 2 fifty AH batteries; 3 remote buster power supplies; 6 – 6.5 AH batteries; 1 remote chassis cabinet; 1 chassis assembly for 7 LRM's and an elective user interface management software module. Further, Lessor shall disable the Government installed fire sprinkler system and ensure there is no water flow potential. The fire alarm system replacement shall occur within 90 working days of the Duct Cleaning in order to prevent damage to said fire alarm system. The Lessor shall be responsible for any and all monitoring, repair and replacement costs of said Fire Alarm System Upgrade during the lease term and the Government shall be solely responsible for any costs associated with the ongoing operation of the related Fire Alarm System software.
 - c) Parking Lot Repainting – Lessor shall be repaint the safety (yellow) curb zones every three years, beginning with the first year of the lease and resurface/seal coat the parking lot once during the term of the lease.
 - d) Restrooms – Lessor shall install hands-free flush valves, sink faucets and paper towel dispensers in all restrooms. This shall include cutoff valves to allow the isolation of the water supply to individual restrooms for maintenance and emergency needs. Lessor shall also replace exhaust fans in all restrooms to increase airflow and odor removal. Said restroom work shall be completed in the first year of the lease term.
 - e) Painting and Wall Repair – Lessor shall repaint the interior of the facility during the second year of the lease, and Lessor shall repaint the exterior of the facility every five years beginning with the first year of the lease. The Government shall be responsible for removing all interior equipment and personal property and replacing the same after said painting is completed.
 - f) Break room – Lessor shall repair the walls and replace the floor of the break room during the first year of the lease.
 - g) Lighting – Lessor shall replace all existing lighting in accordance with SFO paragraph 1.12.10 within 120 working days from lease award.

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- h) Duct Cleaning — Lessor shall, within 90 days completion of all TI requirements and interior painting, have the HVAC ductwork of the facility professionally cleaned.
12. In accordance with Paragraph 1.12 (Building Shell Requirements) of SFO No. 6GA0078, the shell rate is established as \$15.40 per ABOASF (\$13.68 per RSF) for years 1-5 and \$17.76 per ABOASF (15.73 per RSF) for years 6-10.
13. In accordance with Paragraph 4.1 (Measurement of Space) of SFO No. 6GA0078, the common area factor (CAF) is established as 1.13% or 1.125, based on 74,801 RSF and 66,466 ABOASF.
14. In accordance with Paragraph 4.2 (Tax Adjustment) of SFO No. 6GA0078, the percentage of Government occupancy is established as 100% (based on total building area of 74,801 RSF and the Government's occupancy of approximately 74,801 RSF).
15. In accordance with Paragraphs 4.3 (Operating Costs) of SFO No. 6GA0078, the escalation base is established as \$3.36 per ABOASF (\$3.04 per RSF).
16. In accordance with Paragraph 4.4 (Adjustment for Vacant Premises) of SFO No. 6GA0078, the rental rate reduction is established as \$2.00 per ANSI/BOMA square foot (\$1.78 per RSF).
17. In accordance with Paragraph 8.8 (Radon in Air), a Radon Certification must be furnished within 150 days after award. Any corrective action must be completed within 30 days after tests are completed at no additional cost to the Government. Re-testing is required and results forwarded to the Contracting Officer.
18. No overtime rate is offered, as utilities are the responsibility of the Government. The Government shall be responsible for all utilities; janitorial, security system, recycling maintenance, gate maintenance, loading dock lift maintenance and any other maintenance items not specifically referenced as Lessor's responsibilities in Rider No. 1 to Lease Number GS-04B-59168.
19. Lessor shall not be responsible for raising or lowering flag(s).
20. The Government is and shall remain solely liable for the underground storage tank associated with the building operation (including the generator and associated equipment) and shall indemnify and hold harmless Offeror from any and all liability for the same. This provision shall survive the termination of the lease and any renewals.
21. Any deviation from approved construction plans or tenant alterations require approval by the Contracting Officer or Contracting Officer's Designee. Should Lessor make changes without approval, the Government will not be responsible for the cost of those changes and Lessor will not be reimbursed.
22. All fire and life-safety deficiencies must be corrected prior to occupancy and at no extra cost to the Government, including but not limited to the following as required by Solicitation for Offers 6GA0078:
- A. Provision of emergency illumination in corridors, stairways, and office space.

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- B. Provision of exit lights in corridors.
 - C. Provision of two (2) exits on each floor occupied by the Government.
 - D. Provision of a fire extinguisher near every exit.
23. All handicapped accessibility deficiencies must be corrected prior to occupancy and at no extra cost to the Government, including but not limited to the following as required by Solicitation for Offers 6GA0078:
- A. Door Entrances.
 - B. Exit Doors.
 - C. Parking Areas/Curb Cuts.
 - D. Restrooms.
 - E. Width of Exit Doors.
24. In accordance with the SOLICITATION FOR OFFERS 6GA0078, Paragraph 2.3, the Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. The [REDACTED] balance which equates to [REDACTED] is to be paid to the broker.
- In the event that the rental rate is adjusted due to an increase or decrease to the tenant build-out amount, square footage, or other item resulting in a change to the gross rental amount, the Total Broker's Commission, Remaining Broker's Commission and Commission Credit shall be recalculated based on the revised rental rate.
- 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 \$152,134.71 (including \$85,273.14 shell rental rate) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.
- Second Month's Rental Payment \$152,134.71 (including \$85,273.14 shell rental rate) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.
25. Within 5 days of lease occupancy, the Lessor shall provide the tenant agency representative (with a copy forwarded to the GSA Government Representative), on site, a copy of the name and phone number of maintenance personnel in order that any cleaning, maintenance, janitorial, etc. problems can be taken care of immediately.

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26. In the event of a conflict between this SF2 and any other documents that comprise the Lease, the SF2 shall govern.

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