

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

09/28/11

LEASE NO.

GS-04B-61977

THIS LEASE, made and entered into this date by and between: ACP PEACHTREE CENTER, LLC

Whose address is 255 PEACHTREE STREET NE, SUITE 200
ATLANTA, GEORGIA 30303-1701

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 that the said Lease is amended, effective September 1, 2011, as follows:

The Lessor hereby leases to the Government the following described premises:

1. A total of 27,526 rentable square feet (RSF) of office and related space, which yields 23,036 ANSI/BOMA Office Area square feet (USF) of space located at Peachtree Center - Harris Tower 233 Peachtree Street, Atlanta, Georgia 30303-1701 to be used for office and related space.
2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 1, 2011 and continuing through August 31, 2021, subject to termination rights as may be hereinafter set forth in paragraph 4.
3. The Government shall pay the Lessor annual rent of for the entire term, monthly, in arrears, as follows:

TERM	ANNUAL RENT	RATE PRSF/PUSF	MONTHLY RATE
09/01/11 - 08/31/21	\$548,593.18	\$19.93/\$23.81	\$45,716.10

4. The Government ^{may} terminate this lease in whole or in part on the anniversary date of August 31, 2016 by giving at least 60 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.
5. The Lessor shall furnish to the Government, as part of the Rental consideration, all facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers (SFO) 1GA2008.

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

LESSOR

ACP PEACHTREE CENTER, LLC

BY

IN PRESENCE OF

UNITED STATES OF AMERICA

BY

Contracting Officer, General Services Administration

6. Rental is subject to the Government's measurement of plans submitted by the Lessor or a mutual on-site measurement of the space. Rent will be based on the rate on the rate per rentable square foot (PRSF). In accordance with Clause 22 (PAYMENT), GSA Form 3517B, entitled General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum square footage requested. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

ACP PEACHTREE CENTER, LLC
225 PEACHTREE STREET NE, SUITE 200
ATLANTA, GEORGIA 30303

7. The DUNS number for leasing entity is 791562387
8. The following are attached and made a part hereof:
- a. SF-2 U.S. Government Lease for Real Property
 - b. Solicitation for Offers 1GA2008 dated May 11, 2011
 - c. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/05)
 - d. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 01/07)
 - e. Rider to GSA SFO 1GA2008
9. In accordance with Solicitation for Offers 1GA2008 Paragraph 4.1, Tax Adjustment, the percentage of Government occupancy is established as 6.974%.
10. In accordance with Solicitation for Offers 1GA2008 Paragraph 4.2, Operating Costs, the escalation base is established as \$8.83 per BOMA usable square feet or \$7.39 per rentable square feet.
11. In accordance with Solicitation for Offers 1GA2008 Paragraph 4.1B, Measurement of Space, the Common Area Factor, is established as 1.1949%.
12. In accordance with Solicitation for Offers 1GA2008 Paragraph 4.3, Adjustment for Vacant Space is established as \$1.15 (rental reduction) per ABOA for vacant space.
13. In accordance with Solicitation for Offers 1GA2008 Paragraph 4.5, Overtime Usage is established as \$45.00 per hour beyond the Normal Hours of operation of 7:00 AM to 6:00 PM and Saturday 8:00AM -1:00PM.

LESSOR

UNITED STATES OF AMERICA

BY



BY



(Initial)