

US GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

5-1-11

LEASE NO.

GS-04B-61067

THIS LEASE, made and entered into this date by and between DRA CRT CHAMBLEE CENTER LLC,

whose address is 2951 Flowers Road South, Suite 220
Atlanta, GA 30341-5533

and whose interest in the property hereinafter described is that of: Owner of Record

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 approximately 35,343 rentable Square feet/ 32,042 ANSI/BOMA of office and related space at the site to be known as 2980 Brandywine Road, The Fordham building, Atlanta, Dekalb County, Georgia. The Space is located on the first and second floors of the building and constitutes 93.1% occupancy of the building.

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 beginning on May 1, 2011 THROUGH April 30, 2016, 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:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE PRSF</u>	<u>OPERATING</u>	<u>MONTHLY RATE</u>
05/01/11 through 04/30/16	\$749,625.03	\$21.21	* \$186,964.47	\$62,468.75

*Plus annual CPI escalation. Note: The base cost of Service remains \$142,432.29. CPI shall be cumulative from the original term which commenced on 5/1/1999 with CPI escalations commenced on 5/1/2000 per Paragraph 9 of the original Lease. Next escalation shall be calculated on 5/1/2011.

4. The Government may terminate this lease, in whole or in part, at any time on or after April 30, 2013, by giving the Lessor at least 60 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. Rental 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 ANSI BOMA usable square foot (PUSF) as noted in Paragraph 3 above, in accordance with Clause 28 (PAYMENT), GSA form 3517, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum BOMA usable square footage of 32,042. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

DRA CRT CHAMBLEE CENTER LLC

P.O. Box 533018

Atlanta, GA 30353-3018

6. 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) 9GA0052.
- B. Lessor shall provide a minimum of 100 public parking spaces within 4 blocks at no additional cost to the Government, in accordance with Solicitation for Offers (SFO) 9GA0052.

7. No alterations are required under this succeeding lease per Instructions of the client agency.

Continuation of GS-04B-61057

8. In accordance with paragraph 3.8 Solicitation for Offers (SFO) 9GA0052 (common Area Factor), the common area factor (CAF) is established as 0.103.

9. In accordance with paragraph 3.5 in Solicitation for Offers (SFO) 9GA0052 (operating Costs), the escalation base rate is established as \$4.44 per BOMA Occupiable square foot. THE BASE COST OF SERVICE REMAINS \$142,432.29

10. In accordance with paragraph 3.3 in Solicitation for Offers (SFO) 9GA0052 (Real Estate Tax Adjustment), the percentage of Government occupancy is established as 93.1% (based on Government occupancy of 35,343 rentable square feet(32,042 ANSI/BOMA) and the total building area of 37,946 rentable square feet.

11. In accordance with paragraph 3.10 in Solicitation for Offers (SFO) 9GA0052 (adjustment for vacant premises), the adjustment is established as \$1.62 per BOMA Occupiable square foot.

12. In accordance with Paragraph 7.3 in Solicitation offers (SFO) 9GA0052 (Overtime Usage), the rate for overtime usage is established as \$15.00 per hour per floor for the entire space. This rate will be charged for hours above and beyond the standard hours of operation from 7:00 a.m. to 6:00 p.m. Monday through Friday, except for Federal holidays. The overtime usage will be billed at the end of the month, in arrears. The Government must certify the hours on the invoice. The invoice shall note the lease No. and building address and shall be sent to the following:

General Services Administration
Atlanta Customer Service Center (4PMA-GA)
75 Spring Street, SW, Room 1022
Box 69
Atlanta, GA 30303

A copy should also be sent to the Contracting Officer for the records.

13. In accordance with paragraph 7.5 in Solicitation for Offers (SFO) 9GA0052 (janitorial Services), the lessor shall provide janitorial services during tenant working hours. All cleaning must be completed before 4:30 p.m. local time.

14. The lessor shall remain fully responsible for all fire, Life and safety criteria, compliance with applicable building codes, and meeting all provisions of the SFO.

15. The following are attached and made a part hereof:

- A. Solicitation for Offers 9GA0052. Dated march 11, 1999, and its attachments.
- B. GSA Form 3518 entitled Representations and Certification (Rev.7/04).
- C. GSA Form 3517 entitled General Clauses (Rev.12/03).

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

LESSOR: DRA CRT CHAMBLEE CENTER LLC a Delaware limited liability company by: Mez DRA CRT LLC, by: CRT OP LLC, By: DRA CRT Acquisition corp., its managing member

BY

Andrew Peltz, Vice President
Authorized Official, Title

(Signature)

IN THE PRESENCE OF:

(Signature)

(Address)

UNITED STATES OF AMERICA

BY

(Signature)

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official title)