

This Lease is made and entered into between

**Lessor's Name** Albany Towers, LLC

("the Lessor"), whose principal place of business is 235 West Roosevelt Street, Albany, GA 31701-2323 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America ("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**235 West Roosevelt Street, Albany, GA 31701-2323**

and more fully described in Section 1 and Exhibit B, together with rights to the use of parking and other areas as set forth herein.

**LEASE TERM**

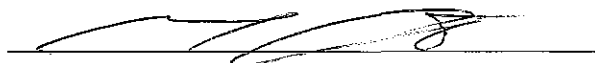
To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

**5 Years, 18 Months Firm,**

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA. The commencement date of this Lease shall be effective 5/14/12, along with any applicable termination and renewal rights, shall more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

**FOR THE LESSOR:**

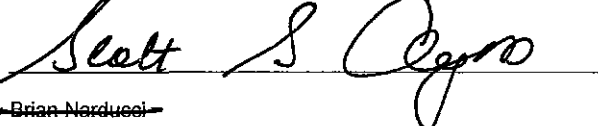


Name: Gerard Arsenault

Title: *manager*

Date: *4/26/12*

**FOR THE GOVERNMENT:**

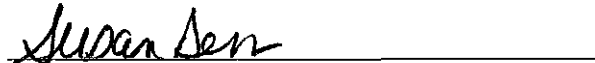


~~Brian Narducci~~

Lease Contracting Officer

Date: *6/14/12*

**WITNESSED BY:**



Name: *SUSAN DERRA*

Title: *ADMIN ASST*

Date: *4/26/12*

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## SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

### 1.01 THE PREMISES (SIMPLIFIED) (AUG 2011)

Lessor and the Government hereby mutually agree and establish the rentable square footage of 1,202 RSF (1,024 ABOASF) for Suite 320 of the Building.

### 1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (SEPT 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. **Parking:** The Government shall be provided four (4) unreserved, surface parking spaces through the duration of the Lease term and any extensions. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

### 1.03 RENTAL CONSIDERATION (SIMPLIFIED) (SEPT 2011)

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified on Exhibit B, GSA Form 1364A and the actual ANSI/BOMA Office Area (ABOA) delivered for occupancy and use by the Government, not to exceed the maximum ABOA solicited by the Government. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of building shell and Tenant Improvements (TIs) specified in the Lease, including those described on Exhibit B, GSA Form 1364A and the Agency Specific Requirements (ASR) attached hereto, all taxes of any kind, and all operating costs. Unless a separate rate is specified on Exhibit B, GSA Form 1364A, rights to parking areas will be deemed included in the rent.

In accordance with Paragraph 7.01 of this Lease, the rent table below establishes the entire rent due for the duration of the Lease term:

Lease Year	RSF	Annual Shell	Annual Operating Rent	Annual TI	Shell Rent PRSF	Operating rent PRSF	TI PRSF	Total A/R	\$ PRSF	Monthly Rent
1	1,202	\$11,226.00	\$6,714.00	\$4,007.92	\$9.34	\$5.59	\$3.33	\$21,947.92	\$18.26	\$1,828.99
2	1,202	\$11,226.00	\$6,848.28	\$2,003.96	\$9.34	\$5.70	\$1.67	\$20,078.24	\$16.70	\$1,673.19
3	1,202	\$11,226.00	\$6,985.25	\$0.00	\$9.34	\$5.81	\$0.00	\$18,211.25	\$15.15	\$1,517.60
4	1,202	\$11,226.00	\$7,124.95	\$0.00	\$9.34	\$5.93	\$0.00	\$18,350.95	\$15.27	\$1,529.25
5	1,202	\$11,226.00	\$7,267.45	\$0.00	\$9.34	\$6.05	\$0.00	\$18,493.45	\$15.39	\$1,541.12

### 1.04 BROKER COMMISSION AND COMMISSION CREDIT (SIMPLIFIED) (APR 2011)

A. **Studley, Inc.** ("Broker") is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission to the Broker is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only a portion of the Commission, will be payable to Studley, Inc. with the remaining portion, which is the "Commission Credit", to be credited to the initial rental payments due and owing under this Lease. Beginning with the first month's rent due, the reduction shall be taken in equal monthly amounts over the fewest number of months until the credit has been fully recaptured.

The rent credit will be recaptured over one (1) month of the lease term and the rent for the first month's rent is hereby established as [REDACTED].

### 1.05 TERMINATION RIGHTS (SIMPLIFIED) (SEPT 2011)

The Government may terminate this Lease, in whole or in parts, effective after the firm term of this Lease by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination. The right of termination shall expire 120 days after the last day of the firm term.

### 1.06 RENEWAL RIGHTS (SIMPLIFIED) (APR 2011)

This Lease may be renewed at the option of the Government for a term of **5 YEARS** at a rate of \$16.00 per RSF, provided notice is given to the Lessor at least **60** days before the end of the original Lease term; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

### 1.07 DOCUMENTS INCLUDED WITH LEASE (SIMPLIFIED) (AUG 2011)

The following documents are included as part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Proposal to Lease Space (GSA Form 1364A)	2	A
Lessor's Annual Cost Statement (GSA Form 1217)	2	B
Representations and Certifications (GSA Form 3518A)	5	C
Additional Security Requirements -- Level II	2	D

**1.08 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SIMPLIFIED) (SEPT 2011)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this Lease is 1.61 percent.

**1.09 OPERATING COST BASE (SIMPLIFIED) (AUG 2011)**

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs is \$5.59 per rentable square foot (rounded).

**1.10 ADDITIONAL IMPROVEMENTS**

As a Tenant Improvement item, in accordance with Exhibit D, Paragraph 2, the Lessor shall install wet glazed window film on all windows within the Premises. The cost shall be amortized over the firm term of the Lease at a rate of .25% yielding an additional cost to the Government of \$334.00 per month for 18 months (reflected in the rent table in Paragraph 1.03 above).