

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

MARCH 29, 2011

LEASE NO.

GS-04B-59091

THIS LEASE, made and entered into this date by and between **FIRST INDUSTRIAL L.P C/O FIRST INDUSTRIAL REALTY TRUST**

Whose address is **311 SOUTH WHACKER ST, SUITE 3900
CHICAGO, IL 60606-3474**

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 22,848 rentable square feet (RSF) of warehouse and related space, which yields 22,848 ANSI/BOMA Office Area square feet (ABOA) of space at **6544 Warren Drive Norcross GA 30093-1110** to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are 10 parking spaces for exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 16, 2011 and continuing through August 15, 2016, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$190,323.84 (\$8.33/RSF - \$8.33/ABOA) at the rate of \$15,860.32 per month in arrears for years 1 - 3 and \$ 188,039.04 (\$8.23/RSF - \$ 8.23/ABOA) at the rate of \$15,669.92 per month arrears for years 4 - 5.

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

FIRST INDUSTRIAL L.P
311 SOUTH WHACKER ST, SUITE 3900
CHICAGO, IL 60606-3474
DUNS 168551484

4. The Government may terminate this lease in whole or in part at any time on or after August 16, 2014 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.

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

LESSOR
FIRST INDUSTRIAL L.P.

BY

Kent Mason
(Signature)

REGIONAL DIRECTOR
(Title)

IN PRESENCE OF

Kenn
(Signature)

*5775 GLENRIDGE DRIVE, BLDG. B, SUITE 130
SANDY SPRINGS, GA 30328*
(Address)

UNITED STATES OF AMERICA

BY

Baran Naroucef
(Signature)

Contracting Officer, General Services Administration
(Official Title)

5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
 - A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO OGA2061 dated October 30, 2010 as amended on January 4, 2011 and February 3, 2011
 - B. All alterations/improvements to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2. The Lessor hereby waives restoration.

6. The following are attached and made a part hereof:
 - A. Solicitation for Offers OGA2061 dated October 30, 2010 and Amendment(s) 1 and 2 dated January 4, 2011 and February 3, 2011 respectively.
 - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])

7. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$6,396 (\$.10 RSF/ABOA) shall be amortized through the rent for 36 Months at the rate of 6%. The total annual cost of Tenant Improvements for the amortization period shall be \$6,396

8. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 29.09%.

9. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$1.80/RSF (\$41,126.40/annum).

10. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.000 (22,848 RSF/22,848 ABOA)

11. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$0.578/USF for vacant space (rental reduction).

12. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$20.00 per hour for the entire building or any portion thereof.

13. In accordance with the SFO paragraph entitled *Tax Adjustment (August 2008)*, the established tax base is \$12,379.45.

The Lessor hereby waives restoration.

LESSOR

BY

Kent Mason
(Initial)

UNITED STATES OF AMERICA

BY

John P. Miller
(Initial)