

US GOVERNMENT
LEASE FOR REAL PROPERTY

DUPLICATE

DATE OF LEASE

1/30/12

LEASE NO. GS-04B-61944

THIS LEASE, made and entered into this date by and between **Snapfinger Tech Associates, L.P.**

Whose address is 3390 Peachtree Road NE, Suite 1200
Atlanta, GA 30326

ORIGINAL

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 18,311 Rentable Square Feet (RSF) of contiguous office and related space, consisting of 17,010 ANSI/BOMA Office Area Square Feet (ABOASF) to be located in the building known as Snapfinger Tech Center, 5255 Snapfinger Park Drive, Suite 160, Decatur, GA 30035-4083.

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, five (5) year firm term, years beginning Year 1 through Year 10, 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</u>	<u>RATE PABOA SF</u>	<u>RATE</u>	<u>MONTHLY</u>	<u>RATE</u>
08/01/12 – 10/31/12	\$0	\$0	\$0	\$0	\$0
11/01/12 – 07/31/17	\$342,264.46	\$20.12	\$18.69	\$28,522.04	\$28,522.04
08/01/17 – 07/31/22	\$ 247,198.50	\$14.53	\$13.50	\$20,599.88	\$20,599.88

4. The Government may terminate this lease, in whole or in part, at any time on or after the 5th year, by giving the Lessor at least sixty (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 date of mailing.

INITIALS:

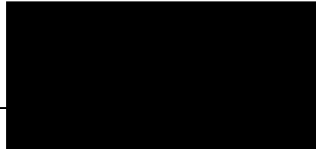
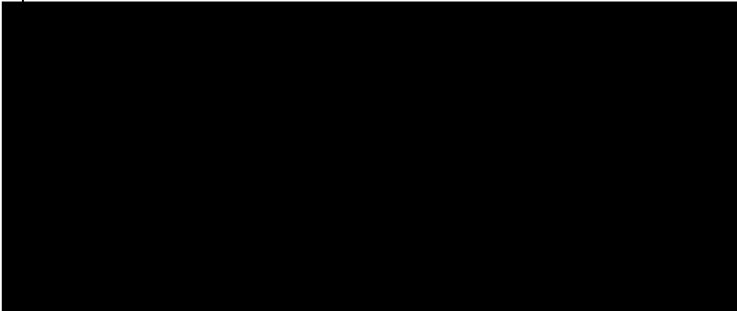
Rck & *Spum*
Lessor Gov't

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 ABOASF as noted in Paragraph 3 above, in accordance with Clause 27 (PAYMENT), GSA Form 3517B, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed 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:

Snapfinger Tech Associates, L.P.
3390 Peachtree Road NE,
Suite 1200
Atlanta, GA 30326

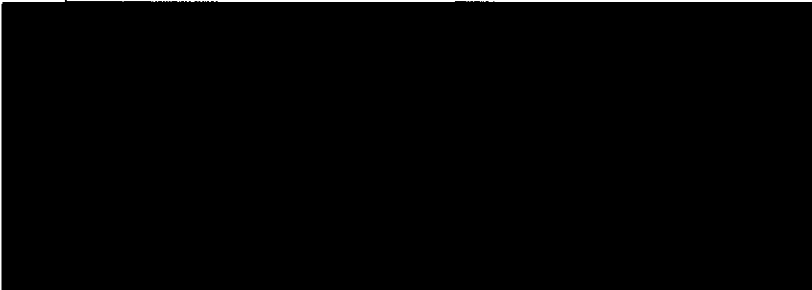
- 6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
 - A. Those tenant improvements, facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers (SFO) No. 8GA2204.
 - B. Buildout in accordance with Solicitation for Offers 8GA2204. Construction Drawings (CDs) shall be prepared by the Lessor and due to the Government within twenty (20) working days subsequent to receipt of Government prepared and approved Design Intent Drawings (DIDs). All tenant alterations are to be completed within one hundred and twenty (120) working days of receiving notice to proceed from the Government with agency approved working/construction drawings. Lease term to be effective and rental to begin on date of occupancy, if different from Paragraph 2.
- 7. The following are attached and made a part hereof:
 - A. Solicitation for Offers (SFO) 8GA2204.
 - B. GSA Form 3517B entitled General Clauses (Rev. 06/08).
 - C. GSA Form 3518 entitled Representations and Certifications (Rev. 1/07).
 - D. Exhibit A: Floor Plan

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



3390 Peachtree Road NE, Suite 1200
Atlanta, GA 30326

(Address)



PAMELA W. MURPHY, CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION

(Official title)

8. The rental rate in Paragraph 3 for the period of Year 1 through Year 5 includes all Tenant Improvements. In accordance with Paragraph 3.2 of SFO 8GA2204, the Tenant Improvement allowance (T/I) provided in the lease is \$30.51 per ABOASF, or a total of \$518,975.10 amortized at an interest rate of 8% over 57 months at a rate of \$7.74 per ABOASF (\$7.19 per RSF). The T/I will be used to construct the interior space in accordance with the approved Design Intent Drawings. If the T/I cost exceeds \$30.51 per ABOASF (for up to 17,010 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 \$30.51 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 build-out.
9. In accordance with Paragraph 1.12 (Building Shell Requirements) of SFO No. 8GA2204, the annual shell rent for Year 1 through Year 5 is established as \$128,177.00 yielding \$7.54 per ABOASF (\$7.00 per RSF) which is inclusive of the rental rate in Paragraph 3.
10. In accordance with Paragraph 4.2 (Tax Adjustment) of SFO No. 8GA2204, the percentage of Government occupancy is established as 33% (based on total building area of 55,103 RSF and the Government's occupancy of approximately 18,311 RSF). Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum ABOASF stated in the SFO, and in accordance with GSA Form 3517B, GENERAL CLAUSES.
11. In accordance with Paragraphs 4.3 (Operating Costs) of SFO No. 8GA2204, the annual operating rent is established as \$82,399.50 yielding an escalation base of \$4.85 per ABOASF (\$4.50 per RSF) which is inclusive of the rental rate in Paragraph 3 for the period of Year 1 through Year 5.

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12. In accordance with Paragraph 4.1(Measurement of Space) of SFO No. 8GA2204, the common area factor (CAF) is established as 7.6484% or 1.0765, based on 18,311 RSF and 17,010 ABOASF.

13. In accordance with Paragraph 5.14 (Waiver of Restoration) of SFO No. 8GA2204, the Lessor hereby waives all restoration rights.

14. The rental rates described in Paragraph 3 of this Standard Form 2 are broken down as follows:

08/01/2012 through 10/31/2012

The first three full months of rent including base and operating shall be provided by the Lessor at no additional cost to the Government.

<u>11/1/2012 through 07/31/2017</u>	<u>PRSF</u>	<u>ABOASF</u>
Annual Base	\$128,177.00	\$7.00 \$7.54
Annual Operating	\$ 82,399.50	\$4.50 \$4.84
Annual TI Amortization	\$131,687.96	\$7.19 \$7.74
Total Annual Rent	\$342,264.46	\$18.69 \$ 20.12

<u>08/01/2017 through 07/31/2022</u>	<u>PRSF</u>	<u>PABOASF</u>
Annual Base	\$ 164,799.00	\$9.00 \$ 9.69
Annual Operating	\$ 82,399.50	\$ 4.50 \$4.84
Total Annual Rent	\$ 247,198.50	\$ 13.50 \$ 14.53

15. 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.

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- 16. 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 SFO No. 8GA2204.
 - A. Provision of emergency illumination in corridors, stairways and office space.
 - B. Provision of exit lights in corridors.
 - C. Provision of (2) exits on each floor occupied by the Government.
 - D. Provision of a fire extinguisher near every exit.

- 17. 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 SFO No.8GA2204.
 - A. Door Entrances.
 - B. Exit Doors.
 - C. Parking Areas/Curb Cuts.
 - D. Restrooms.
 - E. Width of Exit Doors.

- 18. In accordance with SFO 8GA2204 Paragraph 2.4 Broker Commission and Commission Credit, Jones Lang LaSalle ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between two parties. Due to the Commission Credit described in SFO 8GA2204 Paragraph 2.4, only [REDACTED] of the Commission will be payable to Jones Lang LaSalle with the remaining [REDACTED] which is the "Commission Credit" to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest period practical.

Notwithstanding Paragraph 3 of this Standard Form 2 of this Lease, 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 fourth and fifth months of the rental payments and continue as indicated in this schedule for adjusted Monthly rent.

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Fourth Month's Rental Payment of \$28,522.04 minus the prorated Commission Credit of [REDACTED] equals the adjusted Fourth Month's Rent of [REDACTED]

Fifth Month's Rental Payment of \$28,522.04 minus the prorated Commission Credit of [REDACTED] equals the adjusted Fifth Month's Rent of [REDACTED]

INITIALS: RC & Quinn
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