

**LEASE NO. GS-04B-62409**

Succeeding/Superseding Lease  
GSA FORM L202 (January 2012)

This Lease is made and entered into between

Robinson Investment Holdings, LLC

LLLP HH RS

("the Lessor"), whose principal place of business is 990 Riverside Drive, Macon, GA 31201-7919, 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

**433 and 455 Cherry Street, Macon, GA 31201-3320**

and more fully described in Section 1 and Exhibit 1, 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 August 28, 2013 and continuing through August 27, 2028,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

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:

[Redacted Signature]

Name: Tom Harp  
Title: Broker-Agent  
Date: 9-27-12

FOR THE GOVERNMENT:

[Redacted Signature]

Name: [Redacted]  
Title: GSA LCO  
Date: 11/27/12

WITNESSED BY:

[Redacted Signature]

Name: Miriam B. Coker  
Title: Marketing Director  
Date: 9/27/12





**1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEPT 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 is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to Studley, Inc 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 time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$54,635.17 minus prorated Commission Credit [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.

Month 2 Rental Payment \$54,635.17 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.

Month 3 Rental Payment \$54,635.17 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3<sup>rd</sup> Month's Rent.

Month 4 Rental Payment \$54,635.17 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4<sup>th</sup> Month's Rent.

**1.05 TERMINATION RIGHTS (SUCCEEDING) (SEP 2011)**

The Government may terminate this Lease, in whole or in parts, at any time effective after August 26, 2023 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.

**1.06 RENEWAL RIGHTS (SEPT 2011) INTENTIONALLY DELETED**

**1.07 DOCUMENTS INCORPORATED BY REFERENCE (SEPT 2011)**

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	2	1
GSA FORM 3517B GENERAL CLAUSES	33	2
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	3

**1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2011)**

The Government shall have the right to make lump sum payments for any or all work covered by the Tenant Improvement (TI) scope. That portion of the rental payments attributable to amortization of the TIs shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining principal balance of the TIs. If the Government elects to make a lump sum payment for the TIs after occupancy, the payment by the Government will result in a decrease in the rent according to the amortization rate over the remaining firm term of the Lease.

**1.09 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (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 46 percent. The percentage of occupancy is derived by dividing the total Government space of 32,773 RSF by the total building space of 71,000 rentable square feet.

**1.10 OPERATING COST BASE (SEPT 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 shall be \$6.15 per rentable sq. ft (\$201,553.95/annum).

**1.11 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEPT 2011)**

In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$4.00 per ABOA sq. ft. of space vacated by the Government.

**1.12 HOURLY OVERTIME HVAC RATES (SEPT 2011)**

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

\$20.00 per hour per floor

**1.13 24-HOUR HVAC REQUIREMENT (APR 2011)**

The Hourly Overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of \$0.00 per ABOA sq. ft. of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants at no additional charge

**1.14 ADDITIONAL BUILDING IMPROVEMENTS (SEPT 2011)**

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire Protection and Life Safety, Seismic, and Energy Efficiency) prior to acceptance of the Space:

See Lease Section 7.0