

LEASE NO. GS-04B-62691

Standard Lease
GSA FORM L201C (June 2012)

INSTRUCTIONS TO OFFEROR: Do not attempt to complete this lease form (GSA Lease Form L201C, hereinafter Lease Form). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on the lease proposal form (GSA Lease Proposal Form 1364C, hereinafter Lease Proposal Form) into a Lease Form, and transmit the completed Lease Form, together with appropriate attachments, to the successful Offeror for execution.

This Lease is made and entered into between

APG 1200, LLC

(Lessor), whose principal place of business is 1718 Peachtree Street, Suite 100, Atlanta, GA 30309 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(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:

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

1200 Ashwood Parkway, Suites 230 and 450
Atlanta, GA 30338

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

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

10 Years, 10 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically 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 [Redacted]
Name: Jonathan Rodbell
Title: President
Entity Name: APG 1200 LLC
Date: 11/01/2013

[Redacted]
Name: Scott S. [Redacted]
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 11/04/2013

WITNESSED BY:
[Redacted]
Name: Grace Edwards
Title: Leasing Associate
Date: 11/01/2013

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

- A. Office and Related Space: **11,163** rentable square feet (RSF), yielding **9,707** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **2nd** and **4th** floor(s) and known as Suite(s) **230** and **450**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.
- B. Common Area Factor: The Common Area Factor (CAF) is established as **15** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Parking: **618** parking spaces as depicted on the plan attached hereto as Exhibit **B**, unreserved for the non-exclusive use of the Government and other building tenants, of which **0** shall be structured/inside parking spaces, and **618** shall be surface/outside parking spaces. 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.
- B. Intentionally deleted.

1.03 RENT AND OTHER CONSIDERATION (JUN 2012)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

| Lease Year | RSF | Annual Shell | Annual Operating Rent | Annual TI ¹ | BSAC ² | Shell Rent PRSF ³ | Operating Rent PRSF ³ | TI PRSF ³ | BSAC PRSF ³ | Total A/R | \$ PRSF ³ | Monthly Rate |
|------------|--------|--------------|-----------------------|------------------------|-------------------|------------------------------|----------------------------------|----------------------|------------------------|--------------|----------------------|--------------|
| 1 | 11,163 | \$151,630.10 | \$48,758.85 | \$25,864.85 | \$0.00 | \$13.58 | \$4.37 | \$2.32 | \$0.00 | \$226,253.80 | \$20.27 | \$18,854.48 |
| 2 | 11,163 | \$151,630.10 | \$48,758.85 | \$25,864.85 | \$0.00 | \$13.58 | \$4.37 | \$2.32 | \$0.00 | \$226,253.80 | \$20.27 | \$18,854.48 |
| 3 | 11,163 | \$151,630.10 | \$48,758.85 | \$25,864.85 | \$0.00 | \$13.58 | \$4.37 | \$2.32 | \$0.00 | \$226,253.80 | \$20.27 | \$18,854.48 |
| 4 | 11,163 | \$151,630.10 | \$48,758.85 | \$25,864.85 | \$0.00 | \$13.58 | \$4.37 | \$2.32 | \$0.00 | \$226,253.80 | \$20.27 | \$18,854.48 |
| 5 | 11,163 | \$151,630.10 | \$48,758.85 | \$25,864.85 | \$0.00 | \$13.58 | \$4.37 | \$2.32 | \$0.00 | \$226,253.80 | \$20.27 | \$18,854.48 |
| 6 | 11,163 | \$151,630.10 | \$48,758.85 | \$25,864.85 | \$0.00 | \$13.58 | \$4.37 | \$2.32 | \$0.00 | \$226,253.80 | \$20.27 | \$18,854.48 |
| 7 | 11,163 | \$151,630.10 | \$48,758.85 | \$25,864.85 | \$0.00 | \$13.58 | \$4.37 | \$2.32 | \$0.00 | \$226,253.80 | \$20.27 | \$18,854.48 |
| 8 | 11,163 | \$151,630.10 | \$48,758.85 | \$25,864.85 | \$0.00 | \$13.58 | \$4.37 | \$2.32 | \$0.00 | \$226,253.80 | \$20.27 | \$18,854.48 |
| 9 | 11,163 | \$151,630.10 | \$48,758.85 | \$25,864.85 | \$0.00 | \$13.58 | \$4.37 | \$2.32 | \$0.00 | \$226,253.80 | \$20.27 | \$18,854.48 |
| 10 | 11,163 | \$151,630.10 | \$48,758.85 | \$25,864.85 | \$0.00 | \$13.58 | \$4.37 | \$2.32 | \$0.00 | \$226,253.80 | \$20.27 | \$18,854.48 |

¹The Tenant Improvement Allowance of \$258,648.45 is amortized at a rate of 0.00 percent per annum over 10 years.

²Building Specific Security Costs of \$0.00 are amortized at a rate of 0.00 percent per annum over 10 years.

³Rates may be rounded.

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **9,707** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- E. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

F. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 INTENTIONALLY DELETED

1.05 INTENTIONALLY DELETED

1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)

The following documents are attached to and made part of the Lease:

| DOCUMENT NAME | NO. OF PAGES | EXHIBIT |
|---|--------------|---------|
| FLOOR PLAN(S) | 3 | A |
| PARKING PLAN(S) | 1 | B |
| GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT | 2 | D |
| GSA FORM 3517B GENERAL CLAUSES | 46 | E |
| GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS | 10 | F |
| SMALL BUSINESS PLAN | TBD | G |
| | | |
| | | |

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$258,848.45 (\$26.65 per ABOA SF)**. The TIA amount provides \$118,000.00 (\$20.00 per ABOA SF) for existing occupied area of 5,900 ABOA SF and \$140,648.45 (\$38.95 per ABOA SF for expansion/new occupancy area of 3,611 ABOA SF). The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 0 percent.

1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011)

A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the allowance identified above, the Government shall have the right to either:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

1.10 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs and as part of the TI costs, the following rates shall apply for the initial build-out of the Space. The Architect/Engineering services will be Lessor contracted service funded as part of TI costs.

| | INITIAL BUILD-OUT |
|---|-------------------|
| ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS) | \$2.00 |
| LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS) | 4% |

1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 5.9 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 11,163 RSF by the total Building space of 189,174 RSF.

1.12 REAL ESTATE TAX BASE (JUN 2012)

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is \$194,640.94. Tax adjustments shall not occur until the tax year following lease commencement has passed.

1.13 INTENTIONALLY DELETED

1.14 INTENTIONALLY DELETED

1.15 HOURLY OVERTIME HVAC RATES (AUG 2011)

The cost for overtime HVAC rates will be billed as the actual costs of electrical usage for supplemental HVAC equipment.

1.16 24-HOUR HVAC REQUIREMENT (APR 2011)

The Government requires occasional HVAC outside of normal Government hours of operation as described in Section 7.0. The Government shall have access/control of supplemental systems to regulate HVAC service during hours of operation outside the normal business times.

1.17 INTENTIONALLY DELETED

1.18 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.