

STANDARD FORM (SF-2)  
 FEBRUARY 1965 EDITION  
 GENERAL SERVICES  
 ADMINISTRATION  
 FPR (41CFR) 1-16.601  
 DATE OF LEASE

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

**JAN 19, 2012**

LEASE NO. LMS62143

THIS LEASE, made and entered into this date by and between Rooker Properties, LLC

whose address is: 4920 North Royal Atlanta Drive  
 Tucker, GA 30084-3031

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:

- The Lessor hereby leases to the Government the following described premises:  
 A total of 9,796 rentable square feet (RSF) of office and related space, which yields 8,905 ANSI/BOMA Office Area square feet (USF) located at 4715 26<sup>th</sup> Avenue, Meridian, MS, 39305-2636 together with a minimum of 50 parking spaces located on-site of the leased location to be used for such purposes as determined by the General Services Administration.
- TO HAVE AND TO HOLD the said premises with their appurtenances for the fifteen (15) years, ten (10) years firm, subject to termination and renewal rights as may be hereinafter set forth. The Lessor shall deliver the premises to the Government substantially complete no later September 1, 2012.

The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

Term	Annual Rent	Shell	Operating	TI Amortization	Monthly Rent
Years 1-10	\$240,011.79 \$24.50 PRSF*	\$159,185.00 \$16.25 PRSF*	\$41,513.80 \$4.24 PRSF*	\$39,312.99 \$4.01 PRSF*	\$20,000.98
Years 11-15	\$216,747.70 \$22.13 PRSF*	\$175,233.90 \$17.89 PRSF*	\$41,513.80 \$4.24 PRSF*	\$0 \$0 PRSF*	\$18,062.31

\*PRSF numbers in table above are rounded.

The above annual rent is inclusive of the annual operating rental rate indicated in Paragraph 4.3 of this lease contract.

- The rental rate 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 BOMA rentable square foot (PRSF) as noted above, in accordance with Clause 23 (PAYMENT), GSA Form 3517, General Clauses. The lease contract and the amount of rent will be adjusted accordingly. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Rooker Properties, LLC  
 4920 North Royal Atlanta Drive  
 Tucker, GA 30084-3031

- The DUNS number for leasing entity, is 83-280-1414

LESSOR	
SIGNATURE	NAME OF SIGNER Elbert Rivers
UNITED STATES OF AMERICA	
NAME OF SIGNER Ryan Y. Johnson	
OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER	
STANDARD FORM 2 (REV. 12/2006) Prescribed by GSA - FPR (41 CFR) 1-16.60	



*4920 North Royal Atlanta Drive, Tucker, Ga 30084*

*DAN PATTI, LLC*

*[Handwritten signatures]*

5. The Government may terminate this lease in whole or in part at any time after the first ten (10) years with ninety (90) days written notice to the Lessor.
6. The following are attached and made a part hereof:
- A. SF-2 Portion of the Lease (Pages 1-3)
  - B. Solicitation for Offers OMS2041; (Pages 1-49)
  - C. GSA Form 3516 entitled SOLICITATION PROVISIONS (Page 1)
  - D. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05) (Pages 1-33)
  - E. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07) (Pages 1-4)
  - F. SSA Special Requirements (Pages 1-7)
  - G. SFO OMS2041 Amendment 1 (Pages 1-1)
  - H. SFO OMS2041 Amendment 2 (Pages 1-3)
  - I. SFO OMS2041 Amendment 3 (Pages 1-1)
7. Lessor shall furnish to the Government, as part of rental consideration, the following:
- A. Those facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers OMS2041.
  - B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas and related facilities ready for occupancy in accordance with the requirements of this lease stated in the Solicitation for Offers OMS2041 and the design intent drawings.
  - C. Build out shall be in accordance with Solicitation of Offers OMS2041 and Government approved design intent drawings.
  - D. Deviations to the approved space layouts furnished by the GSA to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
8. The rental set forth in Paragraph 2 of this Lease Agreement is based upon the Lessor providing a tenant improvement allowance of \$288,522 to be amortized through the rent over the firm term of the Lease (120 months) at the rate of 6.5%. (\$4,4147 PABOASF (rounded) / \$4,0132 PRSF (rounded)). In accordance with Solicitation for Offers OMS2041 paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.
9. In accordance with Solicitation for Offers OMS2041 paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.10 (8,905 ABOASF / 9,796 RSF).
10. In accordance with Solicitation for Offers OMS2041 paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 100%.
11. In accordance with Solicitation for Offers OMS2041 paragraph 4.3, *Operating Costs*, the escalation base is established as \$41,513.80 (\$4.66 PABOASF (rounded) / \$4.23 PRSF (rounded)).
12. In accordance with Solicitation for Offers OMS2041 paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$3.50 per ABOA for vacant space.
13. In accordance with Solicitation for Offers OMS2041 Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$40 per hour beyond the *Normal Hours* (Solicitation for Offers OMS2041 Paragraph 4.5) of operation of 7:00 AM to 5:00 PM (Monday – Friday).
14. Cleaning services requiring access to the Government's leased space shall be performed in accordance with Solicitation for Offers OMS2041 paragraph 4.8, *Janitorial Services*.
15. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implied, shall be admissible to contradict the provisions of this lease. Wherever there is a conflict between the SF-2 and the Solicitation for Offers OMS2041, the SF-2 shall take precedence.
16. In accordance with Solicitation for Offers OMS2041 paragraph 2.4, *Broker Commission and Commission Credit*, Studley is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). Please note that the commission calculation has been calculated on the total lease value including the Tenant Improvement Allowance. The *Broker Commission and Commission Credit* will be adjusted via a Supplemental Lease Agreement to reflect the used portion of the Tenant Improvement allowance at occupancy.

The current total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.4, only [REDACTED], which is [REDACTED] of the Commission, is payable to Studley when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit") shall be credited to the

INITIALS:  LESSOR &  GOV'T

STANDARD FORM 2 (REV. 12/2006) CONTINUATION

shell rental portion of the annual rental payments due and owing shall be reduced 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. The total annual shell is \$159,185.00, which equals \$20,000.98 (rounded) per month. The commission credit will be taken over the first five (5) months of the lease term with a monthly credit of [REDACTED] commission credit divided by 5 months).

First month's rental payment of \$20,000.98 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Second month's rental payment of \$20,000.98 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

Third month's rental payment of \$20,000.98 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted third month's rent).

Fourth month's rental payment of \$20,000.98 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted fourth month's rent).

Fifth month's rental payment of \$20,000.98 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted fifth month's rent).

17. Lessor hereby waives restoration

INITIALS: EP LESSOR & BJ GOV'T