

STANDARD FORM 2 GENERAL SERVICES ADMINISTRATION	US GOVERNMENT LEASE FOR REAL PROPERTY
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DATE OF LEASE <u>10/31/08</u>	LEASE NO. GS-04B-48172
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THIS LEASE, made and entered into this date by and between Alliance Land Group, LLC

whose address is **615 Glenwood Place
P.O. Box 1761
Dalton, GA 30722**

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 8,487 rentable square feet (RSF) of office and related space, which yields 7,380 ANSI/BOMA Office Area square feet (USF) in a building to be constructed at 629 Commons Drive, Lot #8, Gallatin, Tennessee 37066-5818. Included in the lease at no additional cost to the Government are a total of forty-two (42) surface parking spaces for employee and visitor use.

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 beginning on September 1, 2009 through August 31, 2019, subject to termination and renewal rights as may be hereinafter set forth.

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

TERM	ANNUAL RENT*	RATE Per RSF ^{1 and 2}	RATE per OASF ²	MONTHLY RENT
9/1/2009 - 8/31/2014	\$259,447.59	\$30.57	\$35.16	\$21,620.63
9/1/2014 - 8/31/2019	\$196,728.66	\$23.18	\$26.65	\$16,394.06

* The rent shall be adjusted in accordance with SFO Paragraph 1.11 to reflect actual tenant allowance used.
 Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rent by the rentable square footage set forth in paragraph 1 above.
 Note 2. The rate per BOMA office area square foot (OASF) is determined by dividing the total annual rental by the BOMA office area square footage set forth in Paragraph 1.

4. The Government may terminate this lease, in whole or in part, at any time on or after August 31, 2014 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 day of mailing.

~~5. This lease may be renewed at the option of the Government, for the following terms at the following rentals:~~

TERM	ANNUAL RENT	RATE PER RSF	MONTHLY RATE
DELETED	DELETED	DELETED	DELETED

~~provided notice be given in writing to the Lessor at least xxx days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

5. Rental is subject to the Government's measurement of plans submitted by the Lessor and/or a mutual on-site measurement of the space and will be based on the rate, per BOMA office area square foot (POASF) as noted in Paragraph 3 above, in accordance with Clause 26 (PAYMENT), GSA form 3517, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum BOMA office area square footage 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:

Alliance Land Group, LLC
P.O. Box 1761
Dalton, GA 30722

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- A. Those facilities, services, supplies, utilities and maintenance in accordance with Solicitation for Offers (SFO) 6TN0058, with its attachments dated June 22, 2006; and SFO Amendments No. 1 dated February 15, 2008, No. 2 dated April 30, 2008 and No. 3 dated June 26, 2008.
- B. Build out in accordance with standards set forth in SFO 6TN0058 with its attachments dated June 22, 2006; and also SFO Amendments No. 1 dated February 15, 2008, No. 2 dated April 30, 2008 and No. 3 dated June 26, 2008.; and the Government's design intent drawings. Government design intents drawings will be furnished within **ninety (90) calendar days** subsequent to lease award. All tenant alterations to be completed within **one hundred eighty (180) calendar days** from receipt of the Government's notice to proceed for tenant improvements or the lease effective date identified under Paragraph 2, whichever is later. Lease term to be effective and rental to begin on date of occupancy, if different from Paragraph 2.
- C. Dev iations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
- D. Forty -two (42) surface parking spaces for employee and visitor use to be provided at no additional charge to the Government.

7. The following are attached and made a part hereof:

- A. Solicitation for Offers (SFO) 6TN0058 with its attachments dated June 22, 2006; and SFO Amendments No. 1 dated February 15, 2008, No. 2 dated April 30, 2008 and No. 3 dated June 26, 2008.
- B. [Redacted] Atlanta Region Office Space Specifications and Requirements, Gallatin, TN dated June 22, 2006.
- C. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
- D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
- E. Exhibit A - Lease Costs Breakdown
- F. Exhibit B- Unit Costs
- G. Exhibit C - Floor plan of leased space, site plan, and building elevation
- H. Exhibit D - Davis Bacon Wage Rates
- I. Exhibit E - Commission Agreement dated August 15, 2007.

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

LESSOR: Alliance Land Group, LLC

BY [Redacted Signature]

member / manager
(Official Title)

IN THE PRESENCE OF: [Redacted Signature]

P.O. Box 1761 DALTON, GA 30722
(Address)

UNITED STATES OF AMERICA

[Redacted Signature]

FELICIA R. WALKER, CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official title)

Lease No. **GS-04B-48172**

8. The premises described in Paragraph 1 of this Standard Form 2 shall contain 7,380 ANSI/BOMA office area square feet (OASF) of office and related space, as identified in SOLICITATION FOR OFFERS 6TN0058.
9. The rent rate in Paragraph 3 above for the period 9/1/2009 through 8/31/2014 includes all Tenant Improvements. In accordance with Paragraph 1.10(A) of SOLICITATION FOR OFFERS 6TN0058, the Tenant Improvement allowance (TI) provided in the lease is \$34.92 per ANSI/BOMA square foot, or a total of \$257,709.60 amortized through the rent for 5 years at the rate of 8% for a rate of \$7.39 per rentable square foot. If the entire tenant improvement allowance of \$34.92 OASF for \$257,709.60 is not used, the rental rate will be adjusted to reflect the actual allowance used.
10. In accordance with SOLICITATION FOR OFFERS 6TN0058, Paragraph 3.4 (Tax Adjustment), the percentage of Government occupancy is established as 100% (Based on Government's occupancy of approximately 8,487 rentable square feet and total building area of 8,487 rentable square feet). 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 BOMA office area square feet stated in the SOLICITATION FOR OFFERS 6TN0058, and in accordance with GSAF 3517, GENERAL CLAUSES.
11. In accordance with the SOLICITATION FOR OFFERS 6TN0058, Paragraph 3.6 (Operating Costs), the escalation base is established as \$45,235.71 (or \$5.33 per rentable square foot).
12. In accordance with GSA Form 1364A, the shell rate is established as \$151,506.84 per annum (or \$17.85 per rentable square foot).
13. In accordance with the SOLICITATION FOR OFFERS 6TN0058, Paragraph 3.10 (Common Area Factor), the common area factor (CAF) is established as 15% based on 7,380 ANSI/BOMA office area square feet (OASF) and 8,487 rentable square feet.
14. In accordance with SOLICITATION FOR OFFERS 6TN0058, Paragraph 7.3 (Overtime Usage), the overtime usage will be provided at the rate of \$25.00 per hour for the entire building. The Overtime rate for the ~~ADP~~ room is N/A.
15. In accordance with SOLICITATION FOR OFFERS 6TN0058, the adjustment for Vacant Premises is established as \$2.92 per ANSI/BOMA office area square feet (OASF). The rent is to be reduced by this figure when the paragraph is utilized.
16. In accordance with Paragraph 8.8 (Radon in Air), a Radon Certification must be furnished within 150 days after award. Any corrective action must be completed within 30 days after tests are completed at no additional costs to the Government. Re-testing is required and results shall be forwarded to the General Services Administration Contracting Officer.
17. All fire and life safety deficiencies must be corrected prior to occupancy date of the lease and at no extra cost to the Government.
18. All handicapped accessibility deficiencies must be correct prior to occupancy and at no extra cost to the Government, as required by SOLICITATION FOR OFFERS 6TN0058.
19. In accordance with the SOLICITATION FOR OFFERS 6TN0058, Paragraph 1.13. Broker Commission and Commission Credit (Nov 2006), the amount of [REDACTED] for the broker's fee is established based upon fee of [REDACTED]. The amount of [REDACTED] which is [REDACTED] of the [REDACTED] which will be deducted from the shell portion of the rent until it has been refunded to the Government. This calculates to a rental reduction of [REDACTED] per month for two (2) months from the effective date of the lease [REDACTED] divided by 2). The broker's fee will remain constant regardless of the measurement of the space and/or change orders unless there is a substantive change to the contract necessitating revision of the subject commission. The [REDACTED] balance which equates to [REDACTED] is to be paid to the broker in accordance with the signed and attached Commission agreement which is incorporated as a part of this contract.

Initials:



Lessor Gov't

Notwithstanding Paragraph 3 of this Standard Form 2, 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 first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$21,620.63 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$21,620.63 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent;

Payments to be made to:

CB Richard Ellis, Inc.
8270 Greensboro Drive, Suite 620
McLean VA 22102

[REDACTED]

[REDACTED]