

STANDARD FORM 2
GENERAL SERVICES
ADMINISTRATION

US GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: MARCH 15th, 2010 LEASE NO. GS-04B-59097

THIS LEASE, made and entered into this date by and between Jamestown Warehouse Row, LP

Whose address is **3625 Cumberland Boulevard, 12th Floor
Atlanta, GA 30339**

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 22,311 Rentable Square Feet (RSF) of office and related space (19,410 ANSI/BOMA Office Area Square Feet (OASF) on the 5th floor of the North Building at Warehouse Row, 1110 Market Street, Chattanooga, Tennessee 37402-2890. Thirty-four (34) on-site structured parking spaces are to be provided at no extra cost to the Government.

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 August 1, 2010 to July 31, 2020, 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:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE per RSF¹</u>	<u>RATE per OASF²</u>	<u>MONTHLY RATE</u>
8/1/2010 - 7/31/2015	\$654,263.77	\$29.32	\$33.72	\$54,521.98
8/1/2015 - 7/31/2020	\$496,642.86	\$22.26	\$25.60	\$41,386.91

Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rental by the RSF.

Note 2. The rate per OASF is determined by dividing the total annual rental by the OASF.

4. The Government may terminate this lease, in whole or in part, at any time on or after 7/31/2015 by giving the Lessor at least ninety (90) 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 and at the following rentals:

~~DELETED~~ ~~DELETED~~ ~~DELETED~~ ~~DELETED~~ ~~DELETED~~

Government [Signature] Lessor [Signature]

6. 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 OASF as noted in Paragraph 3 above, in accordance with Clause 22 (PAYMENT), GSA form 3517, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum usable 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:

Jamestown Warehouse Row, LP
3625 Cumberland Boulevard, 12th Floor
Atlanta, GA 30339

- 7. 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) 7TN2070.
 - B. Buildout in accordance with Solicitation for Offers 7TN2070. Government design intents drawings will be furnished within sixty (60) working days subsequent to lease award. All tenant alterations to be completed within ninety (90) working 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. Deviations to the approved space layouts furnished by GSA to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

- 8. The following are attached and made a part hereof:
 - A. Solicitation for Offers 7TN2070 dated 2/4/09, Amendment #1 dated 3/19/09 and Amendment to GSA Form 3517 (Fire & Casualty paragraph), dated 2/13/09.
 - B. [Redacted] Office Design Guide
 - C. GSA Form 3517 entitled General Clauses (Rev. 11/05).
 - D. GSA Form 3518 entitled Representations and Certifications (Rev. 01/07).
 - E. Floor plans, titled Attachment "A", by reference.
 - F. Site plans, titled Attachment "B", by reference.

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

LESSOR: Jamestown Warehouse Row, LP

BY: JT WAREHOUSE ROW, LLC, GENERAL PARTNER
BY: BRADON KESSINGER, AUTHORIZED PERSON

[Redacted Signature]

February 19, 2010


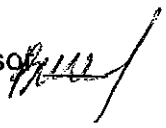
IN THE PRESENCE OF

[Redacted Name]

3625 Cumberland Blvd. 12th Fl.
Atlanta, GA 30339
(Address)

U
B
[Redacted Name]

GENERAL SERVICES ADMINISTRATION
Ryan Johnson, Contracting Officer

Government  Lessor 

9. The rent rate in paragraph 3, the Tenant Improvement Allowance (TI) provided in the lease is \$34.50 rounded or \$669,334.50 amortized at an interest rate of 5 % over the first 5 years (60 months) for a rate of \$7.81 OASF. The T/I will be used to construct the interior space in accordance with the approved Design Intent Drawings provided by the Government. If the T/I cost exceeds \$34.50 OASF rounded (for up to 19,410 OASF) or \$669,334.50, the balance due the Lessor will be paid by rental adjustment, or lump sum, to be determined by the Government. If the entire T/I of \$7.81 OASF rounded or \$669,334.50 is not used, the Government will adjust the rental rate downward to off-set the difference in the tenant improvement. Building Specific Security cost is \$.33 OASF rounded or \$26,796.00 amortized at an interest rate of 5 % over 5 years (60 months). The Lessor understands, in lieu of Cost and Pricing Data, 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.

10. In accordance with Paragraph 4.4 (Adjustment for Vacant Premises), the adjustment is established as \$2.00 OASF (rental reduction) if the Government vacates space prior to expiration of the term of the lease.

11. In accordance with Paragraph 4.2 (Tax Adjustment), the percentage of Government Occupancy is established as 12.31% (Based on Government occupancy of 22,311 rentable square feet and total building area of 181,226 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 OASF stated in the SFO, and in accordance with GSA Form 3517, GENERAL CLAUSES.

12. In accordance with Paragraph 4.3 (Operating Costs), the escalation base is established as \$4.28 POASF (\$3.72PRSF) rounded or \$83,018.75.

13. In accordance with Paragraph 4.1(C) (Common Area Factor), the common area factor (CAF) is established as 15% rounded based on 19,410 ANSI/BOMA Office Area Square Feet (OASF) and 22,311 rentable square feet.

14. In accordance with Paragraph 4.6 (Overtime Usage), it is established that there will be no additional charge (\$0.00) for HVAC and electrical overtime usage.

15. Hours of operation is established to be 7:00am to 5:00pm, Monday – Friday.

16. In accordance with Paragraph 1.2(C), swing space is to be provided at no additional cost to the Government. Delivery of the leased space will occur in one phase upon completion of required upgrades.

17. In accordance with Paragraph 9.7 (Radon in Air) and Paragraph 9.8 (Radon in Water), 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. If re-testing is required, results shall be forwarded to the General Services Administration Contracting Officer.

18. Paragraph G.1 of Section 5.10 of the SFO of this lease, Acceptance of Space and Certificate of Occupancy, shall be revised to provide that in the event the Government rejects the subject space after its inspection, the Government shall provide Lessor with written notice of the Tenant Improvements which have failed to be substantially completed by Lessor within ten (10) working days of its inspection. Once Lessor has completed these items, Lessor shall re-issue written notice to the Government to inspect the space and the Government shall have ten (10) working days to accept or reject the subject space as provided above.

19. Notwithstanding the Amendment to GSA Form 3517, amending Section 17, Fire and Casualty Damage, of the General Clauses, in the case of partial destruction or damage rendering the premises not tenantable, if the Lessor determines that the premises can be substantively repaired or restored within ninety (90) days after the occurrence, and provided the Government has not delivered written notice to Lessor of its election to terminate the Lease, the Government shall not have a right to terminate or cancel the Lease if the Lessor elects to rebuild by providing notice to the Government of its election to rebuild within ten (10) days after such fire or casualty and rent shall abate, either in its entirety or, if only a part of the premises is so affected, proportionally based on the ratio of square footage of the affected part to the total square footage of the premises during restoration. Any such abatement shall commence upon and include the day on which the damage occurred and shall continue to and include the date of substantial completion of restoration.

20. Notwithstanding Section 6, Substitution of Tenant Agency, of the General Clauses, the Government's right to substitute a different government tenant agency shall be limited to agencies that will not deviate from the general office and related space purposes for which the Government intends to use the premises; are not military or police enforcement agencies where weapons may be brought into the building; do not require increased access by the general public; shall be of similar or better credit quality than the Government (i.e. with

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the full faith and credit of the United States of America); and shall be otherwise subject to the prior written consent of the Lessor, which shall be otherwise subject to the prior written consent of the Lessor, which shall not be unreasonably withheld, conditioned or delayed. The Government shall pay any increase in fair and reasonable costs, approved by the Contracting Officer, associated with the substitution of a Government agency or agencies, if applicable.

21. Notwithstanding Section 2 of the General Clauses, Subletting and Assignment, the Government may sublet any part of the premises or assign the lease in its entirety, but shall not be released from any obligations under the lease by reason of any such subletting or assignment. In the event of any assignment or subletting, the proposed assignee or subtenant shall be subject to prior written consent of the Lessor, which shall not be unreasonably withheld, conditioned or delayed.

22. In accordance with the SOLICITATION FOR OFFERS 7TN2070, Paragraph 2.2 Seismic Safety, the Lessor will submit to the Contracting Officer evidence of Seismic compliance via a Seismic Certification from a licensed engineer prior to occupancy and commencement of the lease.

23. In accordance with the SOLICITATION FOR OFFERS 7TN2070, Paragraph 10.29, SECURITY DESIGN CRITERIA [REDACTED] (BUILDING SHELL), the Lessor will submit to the Contracting Officer evidence of compliance from a licensed engineer prior to occupancy and commencement of the lease. This is a shell cost, included in the rental rate, for all windows of the leased space.

24. In accordance with the SOLICITATION FOR OFFERS 7TN2070, Paragraph 6.1 Accessibility, the leased space including restrooms and elevators will meet all Architectural Barriers Act Accessibility Standard (ABAAS).



25. Lessor will provide approximately six hundred (600) square feet of space in the basement, lower level, of the North Building for exclusive Government use for interviewing and transporting of detainees to and from the loading dock to the leased space. This space is provided at no additional charge (free space) to the Government. Access to and from this space directly to the leased 5th floor space will be provided via a service elevator.

26. In accordance with the SOLICITATION FOR OFFERS 7TN2070, Paragraph 2.4 the Lessor and the Broker have agreed to a SFO cooperating lease commission of [REDACTED] % of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] % of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED], [REDACTED] per month rounded, for two (2) months of the lease. The Lessor agrees to pay the Commission less the Commission Credit, [REDACTED], to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the and forming a part of this lease.

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 \$54,521.98 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$54,521.98 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent;

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