

LEASE NO. LGA62393

Standard Lease
GSA FORM L201C (June 2012)

This Lease is made and entered into between

Highwoods Realty Limited Partnership

(Lessor), whose principal place of business is **2200 Century Parkway, Suite 800, Atlanta, GA 30345-3118** 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

**2600 Century Parkway, Suite 110
Atlanta, GA 30345-3118**

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 **October 1, 2012** and continuing through **May 6, 2017** for a period of

4 Years, 7 Months Firm,

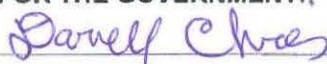
subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

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.

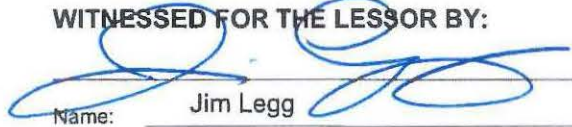
FOR THE LESSOR:


Name: Jim Bacchetta
Title: Vice President
Entity Name: Highwoods Realty Limited Partnership
Date: 10/11/12

FOR THE GOVERNMENT:


Name: Darnell Chavis
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 11/6/12

WITNESSED FOR THE LESSOR BY:


Name: Jim Legg
Title: Leasing Representative
Date: 10/11/12

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1	THE PREMISES, RENT, AND OTHER TERMS	1
1.01	THE PREMISES (JUN 2012)	1
1.02	EXPRESS APPURTENANT RIGHTS (JUN 2012)	1
1.03	RENT AND OTHER CONSIDERATION (JUN 2012)	1
1.04	BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)	2
1.05	TERMINATION RIGHTS (AUG 2011)	2
1.06	INTENTIONALLY DELETED	2
1.07	DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)	2
1.08	TENANT IMPROVEMENT ALLOWANCE (AUG 2011)	2
1.09	TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011)	2
1.10	TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)	3
1.11	PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)	3
1.12	REAL ESTATE TAX BASE (JUN 2012)	3
1.13	OPERATING COST BASE (AUG 2011)	3
1.14	RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)	3
1.15	HOURLY OVERTIME HVAC RATES (AUG 2011)	3
1.16	24-HOUR HVAC REQUIREMENT (APR 2011)	3
1.17	INTENTIONALLY DELETED	3
1.18	INTENTIONALLY DELETED	3
SECTION 2	GENERAL TERMS, CONDITIONS, AND STANDARDS	4
2.01	DEFINITIONS AND GENERAL TERMS (JUN 2012)	4
2.02	AUTHORIZED REPRESENTATIVES (JUN 2012)	4
2.03	ALTERATIONS REQUESTED BY THE GOVERNMENT (JUN 2012)	5
2.04	WAIVER OF RESTORATION (APR 2011)	5
2.05	PAYMENT OF BROKER (JULY 2011)	5
2.06	CHANGE OF OWNERSHIP (JUN 2012)	5
2.07	REAL ESTATE TAX ADJUSTMENT (JUN 2012)	6
2.08	ADJUSTMENT FOR VACANT PREMISES (APR 2011)	7
2.09	OPERATING COSTS ADJUSTMENT (JUN 2012)	7
2.10	ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)	8
2.11	INTENTIONALLY DELETED	8
SECTION 3	CONSTRUCTION STANDARDS AND SHELL COMPONENTS	9
3.01	INTENTIONALLY DELETED	9
3.02	WORK PERFORMANCE (JUN 2012)	9
3.03	RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (JUN 2012)	9
3.04	ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007)	9
3.05	EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)	9
3.06	CONSTRUCTION WASTE MANAGEMENT (SEP 2008)	10
3.07	WOOD PRODUCTS (AUG 2008)	10
3.08	ADHESIVES AND SEALANTS (AUG 2008)	10
3.09	BUILDING SHELL REQUIREMENTS (JUN 2012)	11
3.10	RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)	11
3.11	QUALITY AND APPEARANCE OF BUILDING (JUN 2012)	11
3.12	VESTIBULES (APR 2011)	11
3.13	MEANS OF EGRESS (JUN 2012)	11
3.14	AUTOMATIC FIRE SPRINKLER SYSTEM (JUN 2012)	11
3.15	FIRE ALARM SYSTEM (JUN 2012)	12
3.16	ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)	12
3.17	ELEVATORS (JUN 2012)	12
3.18	INTENTIONALLY DELETED	13
3.19	INTENTIONALLY DELETED	13
3.20	DEMOLITION (JUN 2012)	13
3.21	ACCESSIBILITY (FEB 2007)	13
3.22	CEILINGS (JUN 2012)	13
3.23	EXTERIOR AND COMMON AREA DOORS AND HARDWARE (JUN 2012)	13
3.24	DOORS: IDENTIFICATION (APR 2011)	13
3.25	WINDOWS (APR 2011)	13
3.26	PARTITIONS: GENERAL (APR 2011)	14
3.27	PARTITIONS: PERMANENT (JUN 2012)	14
3.28	INSULATION: THERMAL, ACOUSTIC, AND HVAC (APR 2011)	14
3.29	WALL FINISHES – SHELL (JUN 2012)	14
3.30	PAINTING – SHELL (JUN 2012)	14
3.31	FLOORS AND FLOOR LOAD (AUG 2011)	14
3.32	FLOOR COVERING AND PERIMETERS – SHELL (JUN 2012)	14
3.33	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)	15
3.34	BUILDING SYSTEMS (APR 2011)	15
3.35	ELECTRICAL (JUN 2012)	15

3.36	INTENTIONALLY DELETED	15
3.37	PLUMBING (JUN 2012)	15
3.38	DRINKING FOUNTAINS (APR 2011)	15
3.39	RESTROOMS (JUN 2012)	15
3.40	PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)	16
3.41	JANITOR CLOSETS (JUN 2012)	16
3.42	HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (JUN 2012)	16
3.43	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)	17
3.44	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)	17
3.45	LIGHTING: INTERIOR AND PARKING- SHELL (JUN 2012)	17
3.46	ACOUSTICAL REQUIREMENTS (JUN 2012)	18
3.47	INTENTIONALLY DELETED	18
3.48	INTENTIONALLY DELETED	18
3.49	INTENTIONALLY DELETED	18
3.50	INTENTIONALLY DELETED	18
3.51	INDOOR AIR QUALITY DURING CONSTRUCTION (JUN 2012)	18
3.52	SYSTEMS COMMISSIONING (APR 2011)	19
 SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES		20
4.01	SCHEDULE FOR COMPLETION OF SPACE (JUN 2012)	20
4.02	CONSTRUCTION DOCUMENTS (JUN 2012)	20
4.03	TENANT IMPROVEMENTS PRICE PROPOSAL (JUN 2012)	20
4.04	TENANT IMPROVEMENTS PRICING REQUIREMENTS (JUN 2012)	21
4.05	GREEN LEASE SUBMITTALS (JUN 2012)	21
4.06	CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)	22
4.07	PROGRESS REPORTS (JUN 2012)	22
4.08	ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (JUN 2012)	22
4.09	CONSTRUCTION INSPECTIONS (APR 2011)	22
4.10	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (JUN 2012)	22
4.11	LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)	22
4.12	AS-BUILT DRAWINGS (JUN 2012)	22
4.13	LIQUIDATED DAMAGES (JUN 2012)	23
 SECTION 5 TENANT IMPROVEMENT COMPONENTS		24
5.01	TENANT IMPROVEMENT REQUIREMENTS (JUN 2012)	24
5.02	INTENTIONALLY DELETED	24
5.03	WINDOW COVERINGS (JUN 2012)	24
5.04	DOORS: SUITE ENTRY (JUN 2012)	24
5.05	DOORS: INTERIOR (JUN 2012)	24
5.06	DOORS: HARDWARE (AUG 2011)	24
5.07	DOORS: IDENTIFICATION (JUN 2012)	24
5.08	PARTITIONS: SUBDIVIDING (JUN 2012)	24
5.09	WALL FINISHES (JUN 2012)	25
5.10	PAINTING - TI (JUN 2012)	25
5.11	FLOOR COVERINGS AND PERIMETERS (JUN 2012)	25
5.12	HEATING AND AIR CONDITIONING (APR 2011)	26
5.13	ELECTRICAL: DISTRIBUTION (JUN 2012)	26
5.14	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)	26
5.15	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)	26
5.16	DATA DISTRIBUTION (JUN 2012)	27
5.17	ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)	27
5.18	LIGHTING: INTERIOR AND PARKING - TI (JUN 2012)	27
 SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM		28
6.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)	28
6.02	UTILITIES (APR 2011)	28
6.03	INTENTIONALLY DELETED	28
6.04	UTILITY CONSUMPTION REPORTING (JUN 2012)	28
6.05	HEATING AND AIR CONDITIONING (AUG 2011)	28
6.06	OVERTIME HVAC USAGE (JUN 2012)	28
6.07	JANITORIAL SERVICES (JUN 2012)	28
6.08	SELECTION OF CLEANING PRODUCTS (APR 2011)	29
6.09	SELECTION OF PAPER PRODUCTS (JUN 2012)	29
6.10	SNOW REMOVAL (APR 2011)	29
6.11	MAINTENANCE AND TESTING OF SYSTEMS (JUN 2012)	30
6.12	MAINTENANCE OF PROVIDED FINISHES (JUN 2012)	30
6.13	ASBESTOS ABATEMENT (APR 2011)	30
6.14	ONSITE LESSOR MANAGEMENT (APR 2011)	30
6.15	SCHEDULE OF PERIODIC SERVICES (JUN 2012)	30

6.16	LANDSCAPING (JUN 2012)	30
6.17	LANDSCAPE MAINTENANCE (APR 2011)	31
6.18	RECYCLING (JUN 2012)	31
6.19	INTENTIONALLY DELETED	31
6.20	INTENTIONALLY DELETED	31
6.21	INDOOR AIR QUALITY (JUN 2012)	31
6.22	INTENTIONALLY DELETED	32
6.23	RADON IN AIR (JUN 2012)	32
6.24	RADON IN WATER (JUN 2012)	33
6.25	HAZARDOUS MATERIALS (OCT 1996)	33
6.26	MOLD (AUG 2008)	33
6.27	OCCUPANT EMERGENCY PLANS (APR 2011)	33
6.28	INTENTIONALLY DELETED	33
SECTION 7 ADDITIONAL TERMS AND CONDITIONS		34
7.01	SECURITY STANDARDS (JUN 2012)	34
7.02	ADDITIONAL TENANT IMPROVEMENTS	34
7.03	MODIFIED PARAGRAPHS	34

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: 11,763 rentable square feet (RSF), yielding 11,176 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st floor(s) and known as Suite 110, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit B.

B. Common Area Factor: The Common Area Factor (CAF) is established as 5.25% 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: 20 parking spaces as depicted on the plan attached hereto as Exhibit C, reserved for the exclusive use of the Government, of which 20 shall be structured parking spaces, and 0 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. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all Building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

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:

	OCTOBER 1, 2012 - MAY 6, 2017	
	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT ¹	\$159,981.24	\$13.78
TENANT IMPROVEMENTS RENT ²	\$95,113.98	\$7.93
OPERATING COSTS ³	\$58,757.00	\$5.00
BUILDING SPECIFIC SECURITY ⁴	\$17,158.59	\$1.43
PARKING ⁵	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$331,010.81	\$28.14

¹Shell rent (Firm Term) calculation: \$13.78 per RSF multiplied by 11,763 RSF.

²The Tenant Improvement Allowance of \$374,284.24 is amortized at a rate of 6 percent per annum over 4.6 years.

³Operating Costs rent calculation: \$5.00 per RSF multiplied by 11,763 RSF

⁴Building Specific Security Costs of \$67,521.00 are amortized at a rate of 6 percent per annum over 4.6 years.

In instances where the Lessor amortizes either the TI or Building Specific Security for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized costs beyond the Firm Term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 11,176 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517B.

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.

G. This subparagraph is intentionally deleted.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. **CBRE, 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 **CBRE, 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 \$27,584.23 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$27,584.23 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month 3 Rental Payment \$27,584.23 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may not terminate this Lease, in whole or in part, at any time.

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
LEGAL DESCRIPTION	1	A
FLOOR PLAN(S)	1	B
PARKING PLAN(S)	1	C
SECURITY REQUIREMENTS	3	D
GSA FORM 3517B GENERAL CLAUSES	49	E
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	F
SMALL BUSINESS SUBCONTRACTING PLAN	8	G
AMENDMENTS TO RLP NO. 1GA2061	4	H

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$33.49 per 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 6 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, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	8%
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	6%

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 11.89 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 11,763 RSF by the total Building space of 98,950 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 \$22,515.00.

1.13 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$5.00 per RSF (\$58,815.00/annum).

1.14 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)

In accordance with the paragraph 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 \$2.00 per ABOA SF of Space vacated by the Government.

1.15 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

- \$ 50.00 per hour

1.16 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 \$0.91 per ABOA SF 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 in the Building at no additional charge.

1.17 INTENTIONALLY DELETED

1.18 INTENTIONALLY DELETED