

**LEASE NO. GS-04-LGA00094**

Warehouse Lease  
GSA FORM L201WH (03/16)

This Lease is made and entered into between

**Oakbrook Ventures 5, LLC, a Georgia Limited Liability Company (Lessor),**

whose principal place of business is **445 Bishop Street, Suite 200, Atlanta, GA 30318** 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

**5870 Oakbrook Parkway, Norcross, GA 30093-1846**

and more fully described in Section 1 and Exhibits **A1, A2, and A3**, 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, 5 Years Firm Term,**

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: JOHN KOOKER  
Title: MANAGER  
Entity Name: OAKBROOK VENTURES 5, LLC  
Date: 8/17/16

**FOR THE GOVERNMENT:**

Name: Michael P. Monaghan  
Title: Lease Contracting Officer  
General Services Administration, Public Buildings Service  
Date: 9.28.16

**WITNESSED FOR THE LESSOR BY:**

Name: Philip Perry  
Title: VP  
Date: 8.17.2016

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.

vertical clearance of an area adjoining an accessible route is reduced to less than 80 inches, a barrier to warn blind or visually impaired persons shall be provided.

- (3) Mechanical rooms and spaces which are not normally frequented by the public or occupants and are not part of an accessible or emergency route are excepted and need not be accessible.
- (4) Gratings in a route surface shall have spaces no wider than ½ inch in one direction and shall be placed so that the long dimension of openings is perpendicular to the dominant direction of travel.

D. Delivery Ramps:

- (1) Any part of an accessible route with a slope greater than 1 foot rise in 20 feet shall be considered a ramp. Where ramps are necessary, they shall have a non-slip surface with a slope no greater than 1 foot rise in 12 feet. Ramps must have a minimum clear width of 3 feet with level landings at the top and bottom of each ramp run. Each landing shall be at least 5 feet in length and as wide as any ramp run leading into it. The maximum rise for any run shall be 30 inches. Intermediate landings for turning ramps shall measure a minimum of 5 feet by 5 feet.
- (2) Lessor shall provide handrails complying with "HANDRAILS" (36 CFR 1191) on both sides of all ramps with a vertical rise greater than 6 inches. Ramps with drop-offs shall have curbs (minimum 2 inches high), walls, railings or projecting surfaces. Lessor shall provide curb ramps wherever an accessible route crosses a curb. Curb ramps shall not interfere with walks or vehicular traffic. The maximum slope of a curb ramp shall be a 1 inch rise per 12 inch run. The maximum length of a curb ramp shall be 6 feet with a minimum width of 36 inches, exclusive of flared sides. If no other alternative is feasible, accessible platform lifts may be used in lieu of a ramp or elevator. Lifts shall have accessible controls and clearances, shall comply with applicable safety regulations, and should facilitate unassisted entry and exit.

E. Antennas, Satellite Dishes, and Related Transmission Devices:

- (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment,
- (2) the right to access the roof of the Building, and
- (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

F. Loading Docks. See "LOADING DOCKS SHELL WAREHOUSE" paragraph in Section 3 of this Lease.

**1.03 TRUCK TURNING RADIUS REQUIREMENTS (WAREHOUSE) (MAY 2014)**

At a minimum, a truck turning radius of **seventy (70) feet** sized for tractor-trailer and and large RV-type trucks shall be provided and maintained at all times for all loading docks designed for such sized trucks. One-way design for service traffic is preferred but not required in order to avoid the need for large turning areas.

**1.04 CLEAR CEILING HEIGHT REQUIREMENTS (WAREHOUSE) (MAY 2014)**

A minimum of **22,848 ABOA SF** must have a clear ceiling height of **sixteen (16) feet**, measured from floor to the lowest obstruction. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided.

**1.05 BAY WIDTH, BAY DEPTH, AND COLUMN SPACING REQUIREMENTS (WAREHOUSE) (MAY 2014)**

The following minimum requirements apply to this Lease:

Bay Width: **Twenty-five (25')** (the distance from one side of the bay to the other side of the bay in linear feet and inches)

Column Spacing: Columns shall be no less than **twenty-five (25')** linear feet apart from one another

1.06 RENT AND OTHER CONSIDERATION (SEP 2015)

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

22,848 ABOASF / 25,000 RSF	FIRM TERM YEARS 1 - 5	NON FIRM TERM YEARS 6 - 10
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$168,250.00	\$220,500.00
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 32,254.35	\$ 0.00
OPERATING COSTS <sup>3</sup>	\$ 38,826.65	\$ 38,826.65
24-HOUR HVAC OVERTIME OPERATING COST <sup>4</sup>	\$20,448.35	\$20,448.35
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>5</sup>	\$19,889.84	\$ 0.00
PARKING <sup>6</sup>	\$ 0.00	\$ 0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$279,669.19</b>	<b>\$279,775.00</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$6.73 per RSF multiplied by 25,000 RSF

(Non Firm Term) \$8.82 per RSF multiplied by 25,000 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$145,998.00 is amortized at a rate of 4% percent per annum over five (5) years.

<sup>3</sup>Operating Costs rent calculation: \$1.5531 per RSF multiplied by 25,000 RSF.(rounded)

<sup>4</sup>24-Hour HVAC Overtime Operating Cost calculation: 25,000 RSF multiplied by \$0.8179 per RSF (rounded)

<sup>5</sup>Building Specific Amortized Capital (BSAC) of \$90,000.00 are amortized at a rate of 4% percent per annum over five (5) years

<sup>6</sup>Parking costs described under sub-paragraph H below

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 22,848 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.

E. 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.

F. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. The 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 herein 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.

H. Parking shall be provided at a rate of \$0.00 per parking space per month (Surface).

~~1.07 BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015)~~ INTENTIONALLY DELETED

1.08 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than ninety (90) days prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

~~1.09 RENEWAL RIGHTS (SEP 2013)~~ INTENTIONALLY DELETED

**1.10 DOCUMENTS INCORPORATED IN THE LEASE (WAREHOUSE) (APR 2015)**

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A1
PARKING PLAN(S)	2	A2
SITE PLAN(S)	1	A3
Agency's Special Requirements (including Racking Plan(s) Dated 4/28/2016	80	B1
AGENCY POR ROOM DATA MATRIX, DATED 4/28/2016	1	B2
SECURITY REQUIREMENTS – FSL LEVEL II	6	C
GSA FORM 3517B GENERAL CLAUSES	46	D
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	2	E
SEISMIC FORM B, BUILDING RETROFIT	24	F
PROPOSAL TO LEASE SPACE – GSA FORM 1364WH	4	G
LESSOR'S ANNUAL COST STATEMENT – GSA FORM 1217	1	H

**1.11 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)**

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$6.39 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 four (4%) percent.

**1.12 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2013)**

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 may elect to:

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.

**1.13 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)	4.0%
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	6.0%

**1.14 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)**

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is \$3.939 per ABOA SF. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of four (4%) percent.

**1.15 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)**

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC 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 a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC 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 BSAC identified above, the Government may elect to:

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

#### 1.16 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 fifty (50%) percent. The Percentage of Occupancy is derived by dividing the total Government Space of 25,000 RSF by the total Building space of 50,000 RSF.

#### 1.17 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is \$10,633.00. Tax adjustments shall not occur until the tax year following lease commencement has passed.

#### 1.18 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$1.5531 per RSF (\$38,826.65/annum).

#### 1.19 ~~RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)~~ INTENTIONALLY DELETED

#### 1.20 ~~HOURLY OVERTIME HVAC RATES (AUG 2014)~~ INTENTIONALLY DELETED

#### 1.21 24-HOUR HVAC REQUIREMENT (SEP 2014)

A. 22,848 ABOA SF/ 25,500 RSF of the Space shall receive cooling and heating at all times (24 hrs a day, 365 days a year) in accordance with the RA POR Version 15.6, dated 4/28/2016, Section 6, Mechanical; and Section 15, Paragraph 15.17, Special HVAC for the purposes of maintaining a consistent temperature and humidity level, regardless of outside temperature or seasonal changes.

B. The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," Section 2, Paragraph 2.09, B, the 24-Hour HVAC overtime service shall be provided by the Lessor at a rate of \$0.8950 per ABOA SF/ \$0.8179 per RSF of the area receiving the 24-hour service which is 22,848 ABOASF/25,000 RSF. The 24-Hour HVAC rate is \$20,448.35 per annum and is not to be included in the monthly Operating Costs. The 24-Hour HVAC overtime usage is subject to annual CPI adjustment in accordance with Section 2, Paragraph 2.09, B.

#### 1.22 BUILDING IMPROVEMENTS (MAR 2016)

Before the Government accepts the Space, the Lessor shall complete the following additional Building Improvements:

1. Resident Agency Program of Requirements (POR), dated 4/28/2016 in accordance with the specifications of the Room Date Matrix (RDM), dated 4/28/2016

#### 1.23 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAY 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.