

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE 10/9/12 LEASE NO. GS-04B-62310

THIS LEASE, made and entered into this date by and between **WHITAKER ASSOCIATES, LLC**

Whose address is **3300 Cumberland Boulevard, Suite 200
Atlanta, GA 30339-3100**

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 2,011 rentable square feet (RSF) of office and related space, which yields 1,580 ANSI/BOMA Office Area square feet (ABOSF) of space in a building constructed on a site bounded by Whitaker Street, West Street, West St. Julian Street, Barnard Street, and Bryan Street, Savannah, Chatham County, Georgia 31401 (Chatham County), tax parcel numbers 2-0004-20-001 and 2-0004-20-002. The space are located on the 2nd floor, as indicated on the attached Floor Plan, as labeled as "Exhibit A".

To be used for the purposes as determined by the General Services Administration.



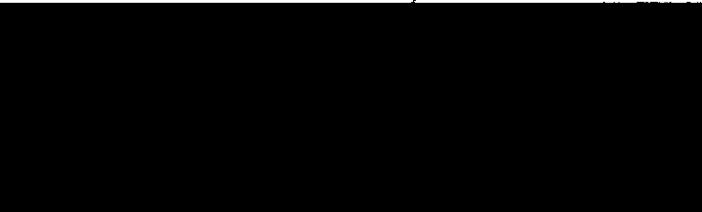
2. **TERM:**

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on **January 1, 2013 through December 31, 2022**, 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 more specifically be set forth in a Supplemental Lease Agreement upon substantial completion and acceptance of the space by the Government.

----- Last Item -----

- Continued on Page 2 -

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

	LESSOR	
	SIGNATURE	
<i>Jay W. Andrews</i>	NAME OF SIGNER	
	IN PRESENCE OF	
	SIGNATURE	
<i>[Signature]</i>	NAME OF SIGNER	
	UNITED STATES OF AMERICA	
	NAME OF SIGNER	<i>Runako Spencer</i>
	OFFICIAL TITLE OF SIGNER	<i>Lease Contracting Officer</i>

annual rent payment identified in Paragraph 3 of this lease. Pursuant to Paragraph 3.3, "Tenant Improvements Rental Adjustment", the Government, at its sole discretion, shall make all decisions as to the usage and payment for said Tenant Improvement Allowance. If the T/I cost exceeds \$55,853.00, 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 \$35.35/ ABOASF or \$55,853.00 is not used, the Government will adjust the rental rate downward to off-set the difference in the tenant improvement. 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." ⁵

10. In accordance with Paragraph 4.1 (Measurement of Space) of SFO No. 0GA2130 the common area factor (CAF) is established as 1.27229%, based on 2,011 RSF and 1,580 ABOASF.⁶
11. In accordance with Paragraph 4.2 (Tax Adjustment) of SFO No. 0GA2130, the percentage of Government occupancy is established as 3.17% (based on total building area of 2,011 RSF and the Government's occupancy of approximately 63,376 RSF). 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 ABOASF stated in the SFO, and in accordance with GSA Form 3517B, GENERAL CLAUSES.⁷
12. In accordance with Paragraph 4.3 (Operating Costs) of SFO No. 0GA2130, the escalation base is established as \$5.7136 per RSF (\$7.2722 per ABOASF), \$11,490.00 per annum.⁸
13. In accordance with Paragraph 4.4 (Adjustment for Vacant Premises) of SFO No. 0GA2130, the rental rate reduction is established as \$1.5720 per RSF (\$2.00 per ABOASF).⁹
14. Notwithstanding Paragraph 4.5 (Normal Hours) of SFO No. 0GA2130, in general, the space shall operate on full occupied cycle for 10 hours a day (7:00 AM to 5:00 PM) Monday through Friday, which is included in the rental rate. The Lessor shall be responsible for the first 10 hours of utility service Monday through Friday, excluding Saturdays, Sundays, and Federal holidays.
15. In accordance with Paragraph 4.6, (Overtime Usage) of SFO No. 0GA2130, the rate for overtime usage is established as \$50.00 per hour for HVAC usage beyond the Normal Hours.
16. In accordance with Paragraphs 10.9 (Building Security Plan) and Paragraph 10.20 (Shatter-Resistant Window Protection Requirements), the Lessor shall provide a Pre-Lease Building Security Plan in compliance with the lease security standards. The Plan will be certified by a licensed engineer and submitted to the Government

⁵ Rates may be rounded.

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⁸ Rates may be rounded.

⁹ Rates may be rounded.

INITIALS: *JWA* LESSOR & *RS* GOVT

upon substantial completion of the building, prior to lease commencement. The cost of the Shatter-Resistant Window Protection materials will be paid out of the Tenant Improvement Allowance.

17. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implies, shall be admissible to contradict the provisions of this lease. Wherever there is a conflict between the SF-2 and the SFO No. 0GA2130, the SF-2 shall take precedence. Unauthorized Improvements: All questions pertaining to this lease agreement shall be referred in writing to the GSA Contracting Officer. This contract is between GSA and Whitaker Street Associates LLC. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the terms of the lease agreement or authorized in writing by the GSA Contracting Officer. If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation if the improvements remain in place after the Government's acceptance of the space.
18. Definitions: Wherever the words "Offeror", "Lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "Solicitation for Offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Premises".

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INITIALS: jsa & [Signature]
LESSOR & GOVT