

This Lease is made and entered into between

Lessor's Name Five Points Realty, LLC

("the Lessor"), whose principal place of business is **155 South Cashua Drive, Florence, SC 29501-4001**, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the 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:

The Lessor hereby leases to the Government the Premises described herein, as the entire first floor of Property located at

908 S. Carroll Road, Villa Rica, GA 30180-6709

and more fully described in Section 1 and Exhibit 1, by reference, together with rights to the use of parking and other areas as set forth herein.

Note: The lease includes 41 surface parking spaces on site; however, the Lessor can provide up to six (6) additional parking at no cost if required.

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

15 Years, 10 Years Firm

subject to **90 days** termination and **no** renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA. The commencement date of this Lease, along with any applicable termination and renewal rights, shall more specifically be 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.

FO


Name: Five Points Realty, LLC, Ronald G. Lyles
Title: Principle Member
Date: 11/6/12



Date: 11/16/12

WITN


Name: BILLY A TAYLOR
Title: OFFICE MGR
Date: 11/6/12

1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)

A. **Studley, Inc** ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] (first month's rent plus [REDACTED] of the remaining aggregate lease value or [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 Studley, 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 \$ 19,987.44 minus prorated commission credit of [REDACTED] [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$ 19,987.44 minus prorated commission credit of [REDACTED] [REDACTED] adjusted 2nd Month's Rent.

Month 3 Rental Payment \$ 19,987.44 minus prorated commission credit of [REDACTED] [REDACTED] adjusted 3rd Month's Rent.

Month 4 Rental Payment \$ 19,987.44 minus prorated commission credit of [REDACTED] [REDACTED] adjusted 4th Month's Rent.

1.05 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 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.

1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED BY REFERENCE (SEPT 2011)

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S) BY REFERENCE	3	1
PARKING PLAN(S) BY REFERENCE	1	1
AGENCY-SPECIFIC REQUIREMENTS AND SECURITY	13 & 27 (2 Docs)	2 & 3
GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT	2	4
GSA FORM 3517B GENERAL CLAUSES	33	5
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	6
SMALL BUSINESS SUBCONTRACTING PLAN	NA	

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$307,025.71 (\$37.392 per ABOA SF)**. The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount is amortized in the rent over the firm term of this Lease at an annual interest rate of X 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 TI Allowance. 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 shall have the right 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 choose to pay lump sum for any part or all of the remaining unamortized 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 lease paragraph entitled "Acceptance of Space and Certificate of Occupancy;" or

3. Negotiate an increase in the rent.

1.10 TENANT IMPROVEMENT FEE SCHEDULE (AUG 2011)

For pricing TI Costs as defined herein, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF T/I CONSTRUCTION COSTS)	5%
LESSOR'S PROJECT MANAGEMENT FEE (% OF T/I CONSTRUCTION COSTS) - INCLUDES 7% FOR GENERAL CONTRACTOR AND 6% FOR GENERAL CONDITIONS	13%

1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (AUG 2011)

As of the lease award date, the Government's percentage of occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is ~~68~~ ⁷³ percent. The percentage of occupancy is derived by dividing the total Government space of **8,844** RSF by the total building space of **13,000** RSF. *12,155 rgl 07*

1.12 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be **\$6.00** per rentable sq. ft (**\$53,070.00** /annum).

1.13 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (AUG 2011)

In accordance with the section 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 ~~\$5.40~~ ^{*6.60 rgl*} per RSF for partial vacancy and ~~\$4.50~~ ^{*\$1.50 rgl 07*} RSF for 100% vacancy of space vacated by the Government.

1.14 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

- \$ 10.00 per hour for the entire first floor space.

1.15 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 **\$10** per 100 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 cost.

1.16 ADDITIONAL BUILDING IMPROVEMENTS (AUG 2011)

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire Protection and Life Safety, Seismic, and Energy Efficiency) prior to acceptance of the Space: