

**US GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE December 17, 2010

LEASE NO. **GS-04B-61026**

THIS LEASE, made and entered into this date by and between **Charlotte – Highland Limited Partnership**

Whose address is **1853 William Penn Way
Lancaster, PA 17601-6713**

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 5,316 rentable square feet (RSF), consisting of 5,316 ANSI/BOMA Office Area Square Feet (ABOASF) of office and related space on the first floor of a one-story building, plus eleven (11) reserved, on-site parking spaces, at the building known as Highland Business Park, located at 810 Tyvola Road, Suite 108, Charlotte, NC 28217-3589

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

June 1, 2011 through May 31, 2021 subject to

termination and renewal rights as may be hereafter 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 ABOASF²</u>	<u>MONTHLY RATE</u>
06/01/2011 – 05/31/2016	\$126,201.84	\$23.74	\$23.74	\$10,516.82
06/01/2016 – 05/31/2021	\$ 82,398.00	\$15.50	\$15.50	\$ 6,866.50

Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rental by the rentable square footage set forth in Paragraph 1 above.

Note 2. The rate per ABOASF is determined by dividing the total annual rental by the ABOASF set forth in Paragraph 9.

4. The Government may terminate this lease, in whole or in part, at any time on or after June 1, 2016, by giving the Lessor at least sixty (60) 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 date of mailing.

5. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE per RSF</u>	<u>RATE per ABOASF</u>	<u>MONTHLY RATE</u>
DELETED	DELETED	DELETED	DELETED	DELETED

~~provided notice be given in writing to the Lessor at least ___ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

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 ABOASF as noted in Paragraph 3 above, in accordance with Clause 27 (PAYMENT), GSA Form 3517B, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum ABOASF 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:

Charlotte – Highland Limited Partnership
1853 William Penn Way
Lancaster, PA 17601-6713

- 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) No. 7NC2018.
 - B. Buildout in accordance with Solicitation for Offers 7NC2018. Design Intent Drawings (DIDs) shall be prepared by the Lessor and due to the Government within thirty-five (35) working days subsequent to lease award. All tenant alterations are to be completed within thirty (30) working days of receiving notice to proceed from the Government with agency approved working/construction drawings. Lease term to be effective and rental to begin on date of occupancy, if different from Paragraph 2.
 - C. Deviations to the approved DIDs reviewed by the Government to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
 - D. Lessor shall provide eleven (11) reserved, on-site parking spaces at no additional cost to the Government.

- 8. The following are attached and made a part hereof:
 - A. Solicitation for Offers 7NC2018
 - B. GSA Form 3517B entitled General Clauses (Rev. 11/05).
 - C. GSA Form 3518 entitled Representations and Certifications (Rev. 1/07).
 - D. Floor Plan entitled GSA SFO 7NC2018.

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

LESSOR: Charlotte-Highland Limited Partnership

BY _____ (Signature) _____ (Address)
 IN THE PRESENCE OF _____
 _____ (Signature) 1853 William Penn Way, Lanc. PA 17601 (Address)

UNITED STATES OF AMERICA

BY _____

 WILLIAM JUSTIN KIDWELL, CONTRACTING OFFICER
 GENERAL SERVICES ADMINISTRATION
 (Official title)

9. The premises described in Paragraph 1 of this Standard Form 2 shall contain 5,316 ABOASF of office and related space, as identified in SFO No. 7NC2018.
10. The rental rate in Paragraph 3 for the period 06/01/2011 through 05/31/2016 includes all Tenant Improvements (TI). In accordance with Paragraph 2.2 of SFO No. 7NC2018, the TI allowance provided in the lease is \$37.38462 per ABOASF, or a total of \$198,736.64 amortized at an interest rate of 5% over five (5) years yielding an annual cost of \$45,004.87 at a rate of \$8.47 per ABOASF (\$8.47 per RSF). The TI allowance will be used to construct the interior space in accordance with the approved DIDs provided by the Government. If the TI cost exceeds \$37.38462 per ABOASF (for up to 5,316 ABOASF), the balance due the Lessor will be paid by rental adjustment or lump sum, to be determined by the Government. If the entire TI allowance of \$37.38462 per ABOASF is not used, the Government will adjust the rental rate downward to off-set the difference. The Lessor understands, in lieu of Cost and Pricing Data, his contractor or 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. This does not apply to the shell build-out.
11. In accordance with Paragraph 1.11 (Building Shell Requirements) of SFO No. 7NC2018, the annual shell cost is established as \$56,149.97, yielding \$10.56 per ABOASF (\$10.56 per RSF) which is included in the rental rate in Paragraph 3 for the period 06/01/2011 through 05/31/2016. The annual shell cost for the period 06/01/2016 through 05/31/2021 is established as \$57,351.00, yielding \$10.79 per ABOASF (\$10.79 per RSF).
12. In accordance with Paragraph 3.1 C. (Measurement of Space) of SFO No. 7NC2018, the common area factor (CAF) is established as 0% or 1.00, based on 5,316 RSF and 5,316 ABOASF.
13. In accordance with Paragraph 3.2 (Tax Adjustment) of SFO No. 7NC2018, the percentage of Government occupancy is established as 16.95% (based on total building area of 31,362 RSF and the Government's occupancy of approximately 5,316 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.
14. In accordance with Paragraph 3.3 (Operating Costs) of SFO No. 7NC2018, the annual operating cost is established as \$25,047.00 yielding an escalation base of \$4.71 per ABOASF (\$4.71 per RSF) which is included in the rental rate in Paragraph 3 for the period 06/01/2011 through 05/31/2021.

INITIALS: AM & WPK
Lessor Gov't

phone number of maintenance personnel in order that any cleaning, maintenance, janitorial, etc. problems can be rectified immediately.

23. In accordance with SFO No. 7NC2018, Paragraph 1.13, the Lessor and the Broker have agreed to a 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]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. The [REDACTED] balance which equates to [REDACTED] is to be paid to the broker as follows: The Lessor agrees to pay the commission less the Commission Credit to the Broker in accordance to Paragraph 1.13, "Broker Commission and Commission Credit," (fifty percent (50%) of the commission shall be due upon execution of the Lease, and the remaining fifty percent (50%) shall be due at occupancy.

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 of \$10,516.82 minus the prorated Commission Credit of [REDACTED] equals the adjusted First Month's Rent of [REDACTED]

Second Month's Rental Payment of \$10,516.82 minus the prorated Commission Credit of [REDACTED] equals the adjusted Second Month's Rent of [REDACTED]

INITIALS: [Signature] & [Signature]
Lessor Gov't