

**LEASE NO. GS-04B-61113**

Standard Lease  
GSA FORM L201C (December 2011)

This Lease is made and entered into between

Lessor's Name Packard Place Properties, LLC

("the Lessor"), whose principal place of business is 2101 Rexford Rd, STE 300 W, Charlotte, NC, 28211-3539 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, being all or a portion of the Property located at

222 South Church Street, Suite 300 Charlotte, NC 28202-3200

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

**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

**10 Years, 5 Years Firm,**

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA. The commencement date of this Lease, April 1, 2011 through March 31, 2021 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.

[Redacted Signature]

Name: Sarah Garces Rosetti

Title: Managing member

Date: 4/26/12

[Redacted Signature]

LeShaundra L. Greer

Lease Contracting Officer

Date: 9/11/2012

**WITNESSED BY:**

[Redacted Signature]

Name: Adam V. Hill

Title: Director

Date: 4/26/12

**SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**

**1.01 THE PREMISES (AUG 2011)**

The Premises are described as follows:

Office and Related Space: 5,662 rentable square feet (RSF), yielding 4,923 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space based upon a common area factor of 1.15 percent, located on the floor(s) and known as Suite(s) 300, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A. 500 LA

**1.02 EXPRESS APPURTENANT RIGHTS (AUG 2011)**

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: 7 parking spaces as depicted on the plan attached hereto as Exhibit B of which 2 shall be inside parking spaces, and 5 shall be surface 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 (AUG 2011)**

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

	SHELL RATE/RSF	SHELL RENT ANNUAL	OPERATING RATE/RSF	OPERATING ANNUAL	APRIL 1, 2011 – MARCH 31, 2021	
					ANNUAL RENT	ANNUAL RATE/RSF
APRIL 1, 2011-MARCH 31, 2013	\$14.64	\$82,891.68	\$2.86	\$ 16,193.32	\$99,085.00	\$17.50
APRIL 1, 2013- MARCH 31, 2015	\$16.34	\$92,517.08	\$2.86	\$16,193.32	\$108,710.40	\$19.20
APRIL 1, 2015-MARCH 31, 2017	\$17.14	\$97,046.68	\$2.86	\$16,193.32	\$113,240.00	\$20.00
APRIL 1, 2017-MARCH 31, 2019	\$19.64	\$105,539.68	\$2.86	\$16,193.32	\$121,733.00	\$21.50
APRIL 1, 2019 – MARCH 31, 2021	\$19.64	\$111,201.68	\$2.86	\$16,193.32	\$127,395.00	\$22.50

**Annual Cost for Parking**

Structured Parking Spaces	\$1,440.00 space per year	\$2,880.00 total per year
Surface Parking Spaces	\$ 1,320.00 space per year	\$6,600 total per year

MARCH 1, 2011 – MAY 31, 2021	ANNUAL RENT	ANNUAL RATE/RSF
TENANT IMPROVEMENTS RENT <sup>1</sup>	N/A	N/A
BUILDING SPECIFIC SECURITY <sup>2</sup>	N/A	N/A

<sup>1</sup>Annual shell rate shall increase every other year.

<sup>2</sup>The Tenant Improvement Allowance is amortized at a rate of 0 percent per annum over 00 years.

<sup>3</sup>Building Specific Security Costs are amortized at a rate of 0 percent per annum over 0 years.

<sup>4</sup>Rates may be rounded.

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 4,923 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.

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.

F. 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 in "Paragraph 1.01, THE PREMISES" created herein;
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.

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)**

**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 RENEWAL RIGHTS (AUG 2011)**

**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)	1	A
PARKING PLAN(S)	1	B
AGENCY-SPECIFIC REQUIREMENTS	N/A	N/A
ADDITIONAL SECURITY REQUIREMENTS	N/A	N/A
GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT	2	C
GSA FORM 3517B GENERAL CLAUSES	48	D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	4	E
SMALL BUSINESS SUBCONTRACTING PLAN	N/A	N/A
SECURITY UNIT PRICE LIST	N/A	N/A

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

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$0.00 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)**



