

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE **MAR 24 1992**

LEASE NO. **GS-04B-30123**

THIS LEASE, made and entered into this date by and between
**KEENAN DEVELOPMENT ASSOCIATES, COLLEGE PARK BUSINESS AND
INDUSTRIAL DEVELOPMENT AUTHORITY (BIDA), AND
THE CITY OF COLLEGE PARK**

whose address is
**P.O. Box 11610
Columbia, South Carolina 29211**
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 211,138 net usable square feet of office and related space to be newly constructed as a five-story facility (████ Facility), bounded by Columbia Avenue on the South, Jackson Street on the East, and Jefferson Street on the West, zip code 30337, Fulton County, College Park, Georgia. The space under lease comprises the entire facility including grounds and parking within the fenced area.

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

September 17, 1993 through September 16, 2013

and renewal rights as may be hereinafter set forth. Said term shall be adjusted in accordance with Paragraph 6B on reverse.

~~3. The Government shall pay the Lessor annual rent of \$~~

~~at the rate of \$ per in arrears.~~

~~Rent for a lesser period shall be prorated. Rent checks shall be made payable to:~~

Par. 3 DELETED and REPLACED by Paragraph 9, page 3.

~~4. The Government may terminate this lease at any time by giving at least days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~

Par. 4 DELETED and REPLACED by Paragraph 10, page 4.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:
Two ten-year renewal options as follows:

1st Renewal Option: 9/17/2013 - 9/16/2023 at \$5.27 pnsuf plus accumulated CPI
2nd Renewal Option: 9/17/2023 - 9/16/2033 at \$5.27 pnsuf plus accumulated CPI
The Government may terminate the lease during either of the renewal periods at any time in whole or in part by giving 120 days written notice to the Lessor.

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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. 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 No. RGA 90085 and all attachments, and Addenda Nos. 1, 2, 3, 4, 5, 6, 7,8, and 9.
- B. Buildout in accordance with Solicitation for Offers No. RGA 90085 and the attached Special Requirements and Addenda Nos. 1, 2, 3, 4, 5, 6, 7,8 and 9. Government space plans to be furnished subsequent to award. The Facility shall be completed for occupancy in accordance with the schedule outlined in the Solicitation For Offers No. RGA 90085, all attachments, and Addenda No. 1, 2, 3, 4, 5, 6, 7, 8, and 9. Effective lease date and ending date shall be revised based on actual date of acceptance for occupancy.
- C. As outlined in the Solicitation for Offers No. RGA 90085, and all attachments, and Addenda Nos. 1, 2, 3, 4, 5, 6, 7,8, and 9; the Facility shall be a direct extension of the concept design furnished by the Lessor (i.e. proposal). (Ref: Page 28 of Attachment II.) Therefore all offer documents are hereby incorporated by reference.
- D. Deviations to the approved space layouts furnished by GSA to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

7. The following are attached and made a part hereof:

The General Provisions and Instructions (~~Standard Form 2 A~~ edition).

Continued on Page 3.

8. The following changes were made in this lease prior to its execution:

Continued on Page 3.

SEE CONTINUATION PARAGRAPH 7 THROUGH 17 ON ATTACHED PAGES.

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

LESSOR Keenan Development Associates, College Park Business Industrial Development Authority (BIDA), and the City of College Park

T. Owen Smith
T. Owen Smith, Mayor, City of College Park

BY *John S. Hill*
John S. Hill, President, Keenan Development Associates

Francis P. Ward
Francis P. Ward, Chairman, College Park BIDA

(Signature)

(Address)

UNITED STATES OF AMERICA

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION

BY *Tamela W. Murphy*
(Signature)

(Official title)

7. The following are attached and made a part hereof:
- A. Solicitation for Offers RGA 90085, dated November 30, 1990, and all attachments, and Addenda Nos. 1, 2, 3, 4, 5, 6, 7, 8, and 9 (Correlated SFO).
 - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 1/91)
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/91)
 - D. Exhibit D - Unit Costs Adjustments
 - E. Exhibits E and V - Lump-Sum Reimbursable Items
 - F. Exhibit T - Overtime Rate
 - G. Small Business Subcontracting Plan (dated 11-18-91, received 12-26-92)
 - H. Facility Conceptual Drawings, (entitled Drawings Architectural A1-A23, Structural S1-S10, Plumbing P1-P12, Mechanical M1-M11, and Electrical E1-E12) and the Contractor's technical proposal dated March 15, 1991, amended on July 23, 1991, and on November 18, 1991.
8. The following changes were made in this lease prior to its execution:
- A. Paragraph 3 is deleted in its entirety and replaced by Paragraph 9.
 - B. Paragraph 4 is deleted in its entirety and replaced by Paragraph 10.
 - C. Paragraph 7 is amended to delete the sentence "The General.....edition)."
 - D. Paragraphs 7 and 8 are continued on Continuation Page 3.
9. The Government shall pay the Lessor annual rent for the entire term, in arrears, as follows:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE PNUSE</u>	<u>MONTHLY RENT</u>
9/17/93 through 9/16/2013	\$3,794,149.86	\$17.97	\$316,179.16
*9/17/13 through 9/16/2023	\$1,112,697.26	\$5.27	\$92,724.77
*9/17/23 through 9/16/2033	\$1,112,697.26	\$5.27	\$92,724.77

*REFLECTS RENEWAL RENTAL RATES

INITIALS: LESSOR J
 LESSOR J.S.
 LESSOR FPW
 GOVERNMENT Jum

Paragraph 9 (Continued):

Rental is subject to a physical measurement and will be based on the rate, per net usable square foot (PNUSF) as noted above, and the actual total net usable square footage - in accordance with GSAF 3517, GENERAL CLAUSES. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

The City of College Park Business and Industrial
Development Authority

P. O. Box F.

College Park, Georgia 30337

10. The Government may terminate this lease in full or in part at any time on or after September 16, 2013 by giving at least 120 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
11. In accordance with SFO Paragraph No. 3.4 and Addendums Nos. 1, 2, 5 and 7, Operating Cost, the escalation base is established as \$4.22 pnusf. As part of the operating costs and included in the \$4.22 pnusf base, the lessor will employ a full-time building superintendent to ensure that day-to-day physical integrity is maintained, and a day porter to ensure that incidental day-time cleaning, trash removal, etc. is handled properly, through the term of the entire lease, including all renewals.

INITIALS: LESSOR _____
LESSOR _____ T.O.S.
LESSOR _____ FAW
GOVERNMENT _____

12. In accordance with Paragraph 3.3 and Addendums Nos. 1, 5, and 6,
Tax Escalation:

The proposed building will be constructed within the City limits of the City of College Park and will be owned by Keenan Development Associates, The College Park Business and Industrial Development Authority, and The City of College Park. Therefore, the facility will not be subject to real property ad valorem taxes pursuant to the provisions of O.C.G.A. 48-5-41 (a)(1)(A), providing an exemption for "all public property" and the provisions of Georgia Laws 1980, page 2071, et. seq. Furthermore, the City of College Park imposes no impact fees or development fees, and all City services, both proprietary and governmental, are available without regard of the taxability of the property. Thus, under no circumstances will the Government be obligated to pay any real estate taxes.

13. In accordance with SFO Paragraph No. 3.9, Adjustment For Vacant Premises, the adjustment is established as \$1.60 (rental reduction) per net usable square foot. For future reference, the percentage of Government occupancy is established as 100%, as the Government will be the sole tenant.

INITIALS: LESSOR [Signature]
LESSOR T.O.S.
LESSOR [Signature]
GOVERNMENT [Signature]

14. In accordance with SFO Paragraph No. 7.3 and Addendum Nos. 5 and 7, Overtime Usage, the hourly rate for overtime usage is established as follows. Overtime may be requested per zone, or per floor, or per unit if identified as a unit below, or for the entire building. See the attached Exhibit T - Overtime Rate, which is hereby incorporated into the lease contract.

A. Per hour:

14,000 sf contiguous (Accounting) - \$2.38 per hour
 Auditorium - \$2.38 per hour
 Child Care Facility - \$4.76 per hour
 Entire Building (excluding the Auditorium and Child Care Facility) - \$40.46 per hour

B. FLOOR NO.	\$PER ZONE	# ZONES	FULL FLOOR
*1	\$2.38	3	\$7.14 per hour
2	\$4.76	2	\$9.52 per hour
3	\$4.76	2	\$9.52 per hour
4	\$4.76	2	\$9.52 per hour
5	\$4.76	2	\$9.52 per hour

*(NOTE: 1ST FLOOR IS FOR OFFICE AREA ONLY)

15. In accordance with SFO Paragraph No. 3.1, Unit Cost Adjustments, the attached Exhibit D is hereby incorporated into the lease contract.

16. Items listed on the attached Exhibits E and V are to be provided by the Lessor. Upon completion, inspection and acceptance by the Government, and receipt of Lessor-furnished invoice, the Lessor will be reimbursed by a lump-sum payment, in accordance with GSAF 3517, GENERAL CLAUSES. Reimbursement will be based on actual quantity of each item newly provided and installed times the unit price.

INITIALS: LESSOR J
 LESSOR I.O.S.
 LESSOR EPW
 GOVERNMENT [Signature]

17. The College Park Business and Industrial Development Authority will extend to the Government, a right of first refusal, for the purpose of expansion of the facility and availability of parking associated with any expansion. Notice to the Government shall be in writing and provided to the Contracting Officer. The Government shall have one-hundred eighty days (180) days from receipt of the Lessor's written notice in which to exercise its 'right of first refusal'.
18. A radon test and certification shall be performed within thirty (30) days after occupancy or substantial construction, hereby defined as the point at which a certification of occupancy can be obtained.


LESSOR SIGNATURE


GOVERNMENT SIGNATURE


LESSOR SIGNATURE


LESSOR SIGNATURE