

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

January 30, 2013

LEASE NO.

GS-07B-17049 (aka. LLA17049)

THIS LEASE, made and entered into this date by and between [REDACTED]
whose address is: [REDACTED]

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 **5,173 rentable square feet (RSF)** of office and related space, which yields **4,498 ANSI/BOMA Office Area square feet (ABOASF)** of space located at **438 Avenue B, Bogalusa, LA 70427-3710**, and as outlined on the shell plan of the demised premises attached as Exhibit B to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are twenty eight (28) on-site surface parking spaces, including fourteen (14) reserved spaces, for the exclusive use of Government employees.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on **the date the Government accepts the premises as substantially complete** and continuing for **fifteen (15) years, ten (10) years firm**, subject to termination and renewal rights as may be hereinafter set forth. Actual lease term dates will be established by future Lease Amendment.

3. The Government shall pay the Lessor a total annual rent of **\$164,917.69**, paid monthly in arrears for **Years 1 - 10**. This includes an annual operating rent of **\$34,162.00**, and a tenant improvement allowance of **\$159,004.30** shall be amortized for a period of 120 months at a rate of 7.75%.

For Years 11 - 15, the annual rent shall be **\$152,830.62**. This includes an annual operating rent of **\$34,162.00**. This amount does not include annual CPI adjustments due under the terms of this lease.

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

[REDACTED]
[REDACTED]
[REDACTED]

4. The Government may terminate this lease in whole or in part at any time after the **tenth (10th) year** by giving at least **sixty (60) 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.
5. ~~This lease may be renewed at the option of the government for the following rentals:~~

~~Provided notice shall 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 (SFO) 0LA2120, dated April 25, 2011, and as amended.
 - B. Buildout in accordance with standards set forth in SFO 0LA2120 and the Government's Design Intent Drawings. All labor, materials, equipment, design, professional fees, inspection fees, utilities, construction drawings (including without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas and related facilities ready for occupancy in accordance with the requirements of this lease.
 - C. The Lessor hereby waives restoration of the leased premises.
 - D. Deviations to the approved design intent drawings 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:
- A. Solicitation for Offers 0LA2120 dated April 25, 2011, plus Amendment #1, Amendment #2;
 - B. Exhibit A – Shell Plans (Offered building), and
 - C. Exhibit B – Site Plan
 - D. Exhibit C – Legal Description;
 - E. Agency Special Requirements
 - F. GSA Form 3517B, entitled GENERAL CLAUSES (Rev. [11/05])
 - G. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
8. The following changes were made in the lease prior to it's execution:
- Paragraph 5 was intentionally omitted and has been struck through;
 - Amendment #3 to the SFO is hereby voided and not applicable to the lease

[Redacted]	NAME OF SIGNER	[Redacted]
	OFFICIAL TITLE OF SIGNER	[Redacted]
IN THE PRESENCE OF (SIGNATURE)	NAME OF SIGNER	Jackie CCFALU
[Redacted]	OFFICIAL TITLE OF SIGNER	Kristine DeLorto
[Redacted]	CONTRACTING OFFICER	

UNITED STATES OF AMERICA

STANDARD FORM 2 (REV. 12/2006)
Prescribed by GSA – FPR (41 CFR) 1–16.60

Previous edition is not usable

9. This lease is subject to adjustments for vacant space as provided by Adjustment for Vacant Premises, GSAR 552.270-25 (6/94). The adjustment for vacant space is **\$1.50 per ABOASF** per annum.
10. The Government's percentage of occupancy is established at **92.38%** of the entire building.(5,173 government rented space / 5,600 sf existing building).
11. This lease is subject to Real Estate Tax Escalation adjustments as provided by Tax Adjustment, GSAR 552.270-25 (6/85). The per annum base rate for adjustments to real estate taxes shall be established at the adjusted rate after the renovations for the space have been completed.
12. This lease is subject to annual operating cost adjustments as provided by Operating Costs, GSAR 552.270-23 (6/85). The base rate for adjustments is established at **\$34,162.00** per annum.
13. The tenant build-out will conform to the specifications in this lease and are to be provided by the Lessor as part of the total rental payment. Tenant improvement rental adjustments shall be made in accordance with Paragraph 3.3 of SFO 0LA2120.
14. There is no building specific security costs associated with this lease.
15. Offerors Tenant Improvement Fee Schedule shall be as follows:
 - a. General Conditions will be 4% of subcontractors costs;
 - b. General Contractor's fee will be **10%** of subcontractor costs;
 - c. Architectural/Engineering fees will be **6%** of \$159,004.30;
 - d. Lessor's Project Management fees will be **3%** of subcontractor costs.
16. Operating Cost Overtime rates shall not be paid during normal building hours of operation of 7AM – 5PM. The overtime rate of \$30.00 per hour for the entire leased space shall be charged for HVAC operations beyond the normal building hours stated above.
17. LAN rooms requiring 24 hour HVAC (if applicable) shall be computed at a rate of \$10.00 per LAN room ABOA SF per annum.
18. In accordance with Paragraph 2.5 A. of the SFO, AmeriVet Real Estate Services Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and AmeriVet Real Estate Services Inc. have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the lease is awarded and (ii) one-half (1/2) upon the earlier of tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.5 B, only [REDACTED], which is [REDACTED] of the Commission, will be payable to the Broker when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of full rental payments and continue until the credit has been fully recaptured.
19. Unauthorized Improvements: All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. The Government occupant is not authorized to administer this lease, and 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. The Lessor will not be reimbursed for any services not provided for in this lease, including but not limited to: repairs, alterations and overtime services.