

**US GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE June 7, 2011

LEASE NO. LSC61086

THIS LEASE, made and entered into this date by and between **EMC (Aiken) LLC**

Whose address is **1209 N Toombs St.
Valdosta, GA 31601-3931**

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:

- The Lessor hereby leases to the Government the following described premises:
A total of 8,558 Rentable Square Feet (RSF) of contiguous office and related space, consisting of 7,616 ANSI/BOMA Office Area Square Feet (ABOASF) to be located on the 1st floor of the building known as [REDACTED] Building, 151 Corporate Parkway, Aiken, SC 29803-7652, in addition to sixty-seven (67) surface parking spaces.

to be used for **SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION**

- TO HAVE AND TO HOLD the said premises with their appurtenances for the term of ten (10) years, five (5) year firm term, years beginning Year 1 through Year 10, subject to termination and renewal rights as may be hereafter set forth.

- 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>
3/15/11 – 3/14/16	\$207,702.66	\$24.27	\$27.27	\$17,308.56
3/15/16 – 3/14/21	\$151,818.92	\$17.74	\$19.93	\$12,651.58

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.

- The Government may terminate this lease, in whole or in part, at any time on or after the 5th year, by giving the Lessor at least one hundred and twenty (120) 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.

- ~~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.~~

INITIALS. W & WPH
Lessor Gov't

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:

EMC (Aiken) LLC
P.O. Box 2815
Valdosta, GA 31604 -2815

- 7. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
 - A. Those tenant improvements, facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers (SFO) No. 0SC2007.
 - B. Buildout in accordance with Solicitation for Offers 0SC2007. Construction Drawings (CDs) shall be prepared by the Lessor and due to the Government within twenty (20) working days subsequent to receipt of Government prepared and approved Design Intent Drawings (DIDs). All tenant alterations are to be completed within one hundred and twenty (120) 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. Lessor shall provide sixty-seven (67) surface parking spaces, at no additional cost to the Government.

- 8. The following are attached and made a part hereof:
 - A. Solicitation for Offers (SFO) 0SC2007.
 - B. Special Requirements, The [REDACTED] - Atlanta Region District/Branch Office Space Specifications and Requirements, Aiken, SC
 - C. GSA Form 3517B entitled General Clauses (Rev. 06/08).
 - D. GSA Form 3518 entitled Representations and Certifications (Rev. 1/07).
 - E. Exhibit A: Floor Plan.

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

LESSOR: **EMC (Aiken) LLC**

BY _____

(Signature)

IN THE P [REDACTED]

(Signature)

UN [REDACTED]
BY _____
WANDA HARDIMAN, CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official title)

9. The premises described in Paragraph 1 of this Standard Form 2 shall contain 7,616 ABOASF of office and related space, as identified in SFO 0SC2007.
10. The rental rate in Paragraph 3 for the period of Year 1 through Year 5 includes all Tenant Improvements. In accordance with Paragraph 3.2 of SFO 0SC2007, the Tenant Improvement allowance (T/I) provided in the lease is \$32.40 per ABOASF, or a total of \$246,758.40 amortized at an interest rate of 5% over five (5) years yielding an annual cost of \$55,879.63 at a rate of \$7.3371 per ABOASF (\$6.5295 per RSF). The T/I will be used to construct the interior space in accordance with the approved Design Intent Drawings. If the T/I cost exceeds \$32.40 per ABOASF (for up to 7,616 ABOASF), the balance due the Lessor will be paid by rental adjustment or lump sum, to be determined by the Government. If the entire tenant improvement allowance of \$32.40 per ABOASF is not used, the Government will adjust the rental rate downward to off-set the difference in the T/I. 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. **9. Lessor agrees that should the Government vacate the premises after the fifth year, the Government is not responsible for any unamortized unpaid T/I.**
11. In accordance with Paragraph 1.12 (Building Shell Requirements) of SFO No. 0SC2007, the annual shell rent for Year 1 through Year 10 is established as ~~\$102,713.03~~ yielding \$13.48 per ABOASF *well* (\$12.00 per RSF) which is inclusive of the rental rate in Paragraph 3. **\$ 102,708.92** *m*
12. In accordance with Paragraph 4.2 (Tax Adjustment) of SFO No. 0SC2007, the percentage of Government occupancy is established as 100% (based on total building area of 8,558 RSF and the Government's occupancy of approximately 8,558 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.
13. In accordance with Paragraphs 4.3 (Operating Costs) of SFO No. 0SC2007, the annual operating rent is established as \$49,110.00 yielding an escalation base of \$6.45 per ABOASF (\$5.74 per RSF) which is inclusive of the rental rate in Paragraph 3 for the period of Year 1 through Year 10.
14. In accordance with Paragraph 4.1 (Measurement of Space) of SFO No. 0SC2007, the common area factor (CAF) is established as 11% or 1.11, based on 8,558 RSF and 7,616 ABOASF.

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Lessor

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