

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE <u>June 7, 2010</u>	LEASE NO. <u>GS-04B-59136</u>
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THIS LEASE, made and entered into this date by and between **JACKSONVILLE STATE UNIVERSITY**

whose address is **700 PELHAM ROAD NORTH
JACKSONVILLE, ALABAMA 36265-7138**

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 5,300 rentable square feet (RSF) of office and related space, which yields 5,300 ANSI/BOMA Office Area square feet (BOSF) of office and related space in Little River Canyon Center located at 472 Alabama Highway 35, Fort Payne (DeKalb County), Alabama 35967-7138 as indicated on the attached Floor Plan marked Exhibit A. Plus eleven (11) reserved parking spaces,

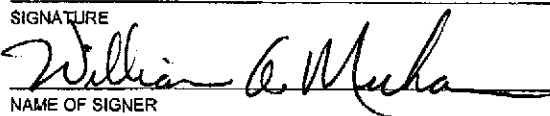
to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term June 16, 2010 through June 15, 2020 subject to termination rights as maybe herein set forth.

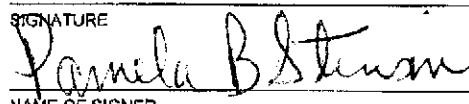
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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

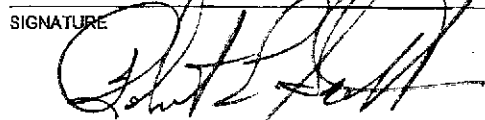
LESSOR

SIGNATURE 	SIGNATURE
NAME OF SIGNER WILLIAM A. MEEHAN	NAME OF SIGNER

IN PRESENCE OF

SIGNATURE 	SIGNATURE
NAME OF SIGNER PAMELA B. STINSON	NAME OF SIGNER

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER <u>ROBERT E. SCOTT</u>
	OFFICIAL TITLE OF SIGNER <u>CONTRACTING OFFICER</u>

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3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

TERM	ANNUAL RENT	RATE PER SQ. FT	SHELL RATE PER SQ. FT	MONTHLY RENT
6/16/2010-6/15/2015	\$93,386.00	\$17.62 prsf	\$13.20	\$7,782.17
6/16/2015-6/15/2020	\$56,286.00	\$10.62 prsf	\$ 6.20	\$4,690.50

4. The Government may terminate this lease in whole or in part at any time on or after June 15, 2015 upon 60 days written notice to the Lessor. 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 terms and at the following rentals:

Paragraph 5 is DELETED in its entirety.

provided notice be given in writing to the Lessor at least N/A 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 BOMA usable square foot (PUSF) as noted in Paragraph 3, above in accordance with Clause 26 (Payment), GSA form 3517, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum BOMA usable square footage 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:

Jacksonville State University
700 Pelham Road, North
Jacksonville, Alabama 36265-7138

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 SFO 9AL2081 dated July 1, 2009.
 - B. The Build Out of the Tenant Improvement shall be in accordance with Solicitation for Offers. Government space layouts to be furnished within 60 days of award. All Tenant Improvement shall be completed in accordance with the construction schedule developed in accordance with the SFO. Lease term to be effective on the date of occupancy, if different from Paragraph 2.
 - C. 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.
8. The following are attached and made a part hereof:
- (a) Rider to Lease GS-04B-59136 (Pages 3 and 4)
 - (b) Solicitation for Offers 9AL2081 including special requirements;
 - (c) GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05]), 3 pages (includes attachment of 1 page);
 - (d) GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07]), 7 pages;

-----LAST ITEMS-----

9. The base rate for operating costs is established at \$4.42 per rentable square foot (totaling \$23,426.00) per annum.
10. Pursuant to Paragraph 4.4, "Adjustment for Vacant Premises", in the event of the Government vacating the premises in whole or in part prior to lease expiration, the rental adjustment is established as \$2.42/ BOSF for vacant space.
11. Pursuant to Paragraph 4.6, "Overtime Usage", the Lessor will not charge the Government if Lessor otherwise provides these services to other building tenants during the Government's overtime hours. The Lessor must submit a proper invoice quarterly to the GSA Building Manager or designee located at the GSA Service Center, 950 22nd Avenue North, Suite 975, Birmingham, AL 35203, to receive payment.
12. In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of \$185,500.00 (5,300 BOSF x \$7.00) shall be amortized over five (5) years at the rate of 0%. The total annual cost of Tenant Improvements for the amortized period shall be \$37,100.00.
13. INSPECTION OF PREMISES:
- A. The Lessor shall notify the Government five (5) working days in advance of the anticipated substantial completion date as defined in Paragraph 1 of the GSA Form 3517. Within five (5) working days after the date the Lessor notifies the Government that the space is "substantially complete," the Government shall inspect the Premises and appurtenances. Within five (5) working days after the inspection, the Government shall notify the Lessor of any deficiencies in the Premises and appurtenances and the Lessor shall thereafter diligently pursue remedying any defects. If any subsequent Government inspection is required to confirm conformance with the results of a prior inspection, any such subsequent inspection and notification of the results of such inspection shall be made in accordance with the foregoing procedure and the time frames.
 - B. The period during which rent shall be deemed to have commenced for the Premises shall be the date that the entire space is accepted for occupancy by the Government (or the date accepted for occupancy, subject to completion of a written punchlist of items not materially affecting beneficial occupancy which are yet to be finished.) The space will not be considered acceptable for occupancy until the Government receives the final tenant improvement cost. Any items to be completed or corrected that have been identified at the acceptance of the space as a punchlist item and which do not affect beneficial occupancy shall be completed by the Lessor within 30 calendar days of acceptance.
 - C. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.
14. All questions pertaining to this lease agreement shall be referred in writing to the GSA Contracting Officer. This contract is between GSA and Jacksonville State University. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the term of the lease agreement or authorized in writing by the GSA Contracting Officer. **If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation if the improvements remain in place after the Government's acceptance of the space.**

-----LAST ITEMS-----

INITIALS:

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LESSOR


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[Signature]
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16. All fire and life safety deficiencies must be corrected prior to completion of tenant improvement and at no extra costs to the Government, as required by SFO.
17. All handicapped accessibility deficiencies must be corrected prior to completion of tenant improvement and at no extra cost to the Government, as required by SFO.
18. Radon Certification must be furnished within 30 days after award. Any corrective action must be completed within 30 days after tests are completed. Re-testing is required and results forwarded to the Contracting Officer.
19. Provide 1/8 inch as-build floor plans as required in Paragraph 4.8 of SFO within 30 days after occupancy of space.

-LAST ITEMS

William A. Mueker
Lessor Date


Contracting Officer


Date

INITIALS:

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