

**US GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE

7/29/96

LEASE NO.

GS-04B-35425

THIS LEASE, made and entered into this date by and between

Larry McAlexander

RECEIVED

whose address is

P.O. Box 1041
Oxford, MS 38655

JUL 29 1996

Property Acquisition & Realty Services
Birmingham, Alabama

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 5,747 rentable square feet (rsf) of office and related space on second floor, as shown on the attached floor plan, Exhibit A, in a building to be constructed at 312 Heritage Drive, Oxford, Lafayette County, Mississippi,

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

November 1, 1996 through October 31, 2006, subject to termination and renewal rights as may be hereinafter set forth.

3. 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 POSF *</u>	<u>MONTHLY RATE</u>
Nov 1, 1996 through October 31, 2006	\$82,162.88	\$15.52	\$6,846.91

* The rate per occupiable square foot (POSF) is determined by dividing the total annual rental by the occupiable square footage set forth in Paragraph 9.

4. The Government may terminate this lease, in whole or in part, at any time on or after N/A by giving the Lessor at least sixty (60) 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 day of mailing.

5. 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 POSF</u>	<u>MONTHLY RATE</u>
N/A			

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. 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 occupiable square foot (POSF) 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.. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Larry McAlexander/Heritage Development LLC
P.O. Box 1041
Oxford, MS 38655

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 Solicitation for Offers (SFO) MMS95431.
- B. Buildout in accordance with Solicitation for Offers MMS95431 and Floor Plan Exhibit A. All tenant alterations to be completed within 150 days from receipt of approved Government space layouts, or the lease effective date identified under Paragraph 2, whichever is later. Lease term to be effective on 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.
- D. Lessor shall provide 15 reserved, secured, outside parking spaces at no additional cost to the Government, in accordance with SFO MMS95431.

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

- A. Solicitation for Offers MMS95431 (128 Pages)
- B. GSA Form 3518 entitled Representations and Certification (Rev. 3/96) (7 Pages).
- C. GSA Form 3517 entitled General Clauses (Rev. 4/96) (24 Pages)
- D. Floor plans, Exhibit A (4 Pages)
- E. Unit Costs - Future, Exhibit B (2 Pages).
- F. Lump Sum Items, Exhibit C (2 Pages).

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

LESSOR

LARRY MCALEXANDER



Authorized Official, Title

(Signature)

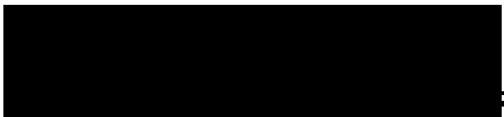
IN THE PRESENCE OF:

(Signature)

(Address)

UNITED STATES OF AMERICA

BY



CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official title)

9. The premises described in Paragraph 1 of this Standard Form 2 shall contain 5,294 occupiable square feet (OSF) of office and related space on the second floor.
10. Since the lessor's rental rate was based on the floor plan, there will be no adjustment for unit cost items. However, in accordance with Paragraph 3.2 (Alterations), the unit prices for alterations are established on Exhibit B.
11. In accordance with Paragraph 3.9 (Common Area Factor), the common area factor (CAF) is established as 0.08.
12. In accordance with Paragraph 3.5 (Operating Costs), the escalation base is established as \$4.75 per occupiable square foot.
13. In accordance with Paragraph 3.3 (Tax Adjustment), the percentage of Government occupancy is established as 50%. (Based on Government occupancy of 5,747 sq. ft. and total building area of 11,494 sq. ft.) 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 occupiable square footage stated in the SFO, and in accordance with GSAF 3517, GENERAL CLAUSES.
14. In accordance with Paragraph 3.11 (Adjustment for Vacant Premises), the adjustment is established as \$4.75 (rental reduction) per occupiable square foot.
15. In accordance with Paragraph 7.3, (Overtime Usage), there will be no charge for overtime usage.
16. The lump sum items specified in SFO MMS95431, the Special Requirements and the floor plan are to be provided by the Lessor. Upon completion, inspection and acceptance by the Government, and receipt of a 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 and the unit price.
17. 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.



BES INITIALS: JM&
Gov't Lessor