

LEASE NO. GS-04P-LNC60522

Global Lease
GSA FORM L100 (03/2016)

INSTRUCTIONS TO OFFEROR: Do not attempt to complete this lease form (GSA Lease Form L100, hereinafter Lease Form). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on the lease proposal form (GSA Lease Proposal Form 1364, hereinafter Lease Proposal Form) into a Lease Form, and transmit the completed Lease Form, together with appropriate attachments, to the successful Offeror for execution.

This Lease is made and entered into between

Lessor's Name JACKSON FAMILY LLC

(Lessor), whose principal place of business is P.O. Box 249 Havelock, NC 28532-0249 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

500 US HWY 70 West, Havelock, North Carolina 28532-9510

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

Five (5) years firm with 5 - one (1) year renewal options,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Name: Jeremy C Jackson
Title: Manager
Entity Name: Jackson Family, LLC
Date: 5-20-16

Name: Alvin P. Jackson
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: June 22, 2016

WITNESSED FOR THE LESSOR BY:

Name: Justin Salter
Title: Witness
Date: 5/20/16

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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LESSOR: n GOVERNMENT: Aj

GSA FORM L100 (03/16)

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SEP 2015)

The Premises are described as follows:

- A. **Office and Related Space:** 31,473 rentable square feet (RSF), yielding 31,473 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the one floor and known as Suite(s) 500/ 500A, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.
- B. **Common Area Factor:** The Common Area Factor (CAF) is established as 1.00 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. INTENTIONALLY DELETED
1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. **Parking:** 190 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and 190 shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- B. **Antennas, Satellite Dishes, and Related Transmission Devices:** (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (SEP 2015)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$543,853.44	\$XXX,XXX.XX
TENANT IMPROVEMENTS RENT ²	\$ 276,494.49	\$0.00
OPERATING COSTS ³	\$ 207,721.80	\$ XXX,XXX.XX
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 18,116.38	\$0.00
PARKING ⁵	\$ 0	\$ XXX,XXX.XX
TOTAL ANNUAL RENT	\$1,046,186.11	\$XXX,XXX.XX

¹Shell rent calculation:
(Firm Term) \$17.28 per RSF multiplied by 31,473 RSF
(Non Firm Term) \$XX per RSF multiplied by XX RSF
²Tenant Improvements of \$1,220,969.86 are amortized at a rate of 5 percent per annum over 5 years.
³Operating Costs rent calculation: \$6.60 per RSF multiplied by 31,473 RSF
⁴Building Specific Amortized Capital (BSAC) of \$80,000 are amortized at a rate of 5 percent per annum over 5 years
⁵Parking costs described under sub-paragraph I below

B. In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

C. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 31,473 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

LESSOR:  GOVERNMENT: 

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
PARKING PLAN(S)	1	B
AGENCY REQUIREMENTS	-	-
SECURITY REQUIREMENTS	7	C
SECURITY UNIT PRICE LIST	-	-
GSA FORM 3517B GENERAL CLAUSES	46	-
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	12	-
SEISMIC FORM C, BUILDING RETROFIT OR NEW CONSTRUCTION PREAWARD COMMITMENT	-	-
SMALL BUSINESS SUBCONTRACTING PLAN	-	-
LEASE AMENDMENT(S) ISSUED UNDER RLP AMENDMENT No. 1 AND 2		

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2015)

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$38.79 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 5 percent.

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

D. If it is anticipated that the Government will spend more than the allowance identified above, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	7%
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	8%

1.10 BUILDING-SPECIFIC AMORTIZED CAPITAL (SEP 2012) INTENTIONALLY DELETED

1.11 BUILDING-SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013) INTENTIONALLY DELETED

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 33 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 31,473 RSF by the total Building space of 95,373 RSF.

1.13 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is \$51,986.22. Tax adjustments shall not occur until the tax year following lease commencement has passed.

1.14 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$6.60 per RSF (\$207,721.80/annum).

1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$6.60 per ABOA SF of Space vacated by the Government.

1.16 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$ 0 per hour per zone
- No. of zones: ?
- \$ 0 per hour for the entire Space.

1.17 24-HOUR HVAC REQUIREMENT (SEP 2014)

- A. TBD ABOA SF of the Space shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The BTU output of this room is established as TBD BTU. The temperature of this room shall be maintained at TBD degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.
- B. The 24 hour cooling service shall be provided by the Lessor at an annual rate of \$0 per ABOA SF of the area receiving the 24-hour cooling and is not to be included in the monthly operating costs. Also, the hourly overtime HVAC rate specified under the paragraph "Hourly Overtime HVAC Rates" shall not apply to any portion of the Premises that is required to have 24 hour cooling.
- C. The Lessor shall submit monthly invoices, in arrears, for this cost to the LCO or the LCO's designated representative at the address below:

Donald Harrison, Building Manager
 Property Management Division
 North Carolina Service Center
 434 Fayetteville Street Suite 1600
 Raleigh North Carolina 27601
 919.856.4680 Office
donald.harrison@gsa.gov

- D. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

1.18 BUILDING IMPROVEMENTS (MAR 2016)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

- A. Lessor will confirm building structure meeting building standards for Level 2 Security Government Office. If building requires structural alterations to meet Level 2 security requirements all associated costs will be considered BSAC. All building materials and types acceptable under model building codes are allowed. Design detailing is required for material such as pre-stressed concrete, pre-cast concrete, and masonry to adequately respond to the design loads. Unreinforced masonry is unacceptable. Pre-stressed concrete is not very ductile and may not be appropriate where load reversals may occur. The construction type selected must meet all performance criteria for the specified Protection Level. All building components requiring blast resistance must be designed using established methods and approaches for determining dynamic loads, structural detailing, and dynamic structural response. The demands on the structure will be equal to the combined effects of dead, live, and blast loads. Blast loads or dynamic rebound may occur in directions opposed to typical gravity loads. Design and analysis approaches should be consistent with U.S. Department of the Army Technical Manuals. Response limits shall follow U.S. Army Corps of Engineers PDC-TR 06-08, "Single Degree of Freedom Structural Response Limits for Antiterrorism Design."
- B. _____
- C. _____

1.19 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

LESSOR: _____ GOVERNMENT: _____