

**LEASE NO. GS-03P-
LVA12150**

Simplified Lease
GSA FORM L201A (September 2013)

This Lease is made and entered into between

Saint Pauls College

(Lessor), whose principal place of business address is 115 College Drive, Lawrenceville, VA 23868-1200

_____ 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

Saint Paul's College, 115 College Drive, Lawrenceville, VA, 23868-1200

and more fully described in Section 1 and Exhibit B, 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 June 13, 2014, and continuing for a period of

5 Months, 1 Month Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease is June 13, 2014, to allow the Government the ability to stage equipment, and prepare the Government provided services. The Government requires a certificate of occupancy no later than June 16, 2014 on all buildings that will be occupied by the Government, as outlined in Paragraph 1.01 of the lease.

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

in

Title: President

Entity Name: Saint Pauls College

Date: June 13, 2014

Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 6/13/2014

WITNESSED FOR THE LESSOR BY:

Name: Sharon Thompson

Title: Director of Purchasing

Date: June 13, 2014

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.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SIMPLIFIED) (SEP 2013)

Various buildings on the college campus, known as Saint Pauls College, comprised of the following:

	Building Name	Square Footage	Notes
1	The Chicago Building	12,524	Entire Building Less Basement and 1500 SF for President's Suite
2	W.A. Brown Hall AND Science Annex	19,812	
3	Emery Hall (Boys Dorm)	26,152	
4	James Solomon Russel Memorial Library	20,259	Entire Building Less Cancer Suite (approx 1000SF)
5	Evelyn E. Holt Hall (Girls Dorm)	52,617	
6	Taylor-Whitehead Gymnasium	17,500	
7	M.E. Johnson Hall (Cafeteria)	17,005	
8	Russell Hall (with elevator)	39,944	
9	Single Family Residence Across from President House	1,250	
10	Single Family Residence Across from President House	1,250	
11	Athletic Clubhouse and Athletic Fields	650	
12	Fine Arts Building	4,792	
13	Student Center	23,058	
	Total	236,813	

The remaining buildings on the campus are reserved for the exclusive use of the Lessor and its current tenants. Upon expiration of any other existing leases, or availability of any additional buildings at this college, the Government shall have the right of first refusal prior to any leasing activity. The Lessor will provide a Certificate of Occupancy for each of the above Buildings prior to occupancy of the Lease.

The Premises are further as outlined under Exhibit B.

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (JUN 2012)

The Government shall have the exclusive right to the use of Appurtenant Areas of the campus, inclusive of all on-campus roadways, 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 parking and athletic fields. 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. The Government may elect to utilize any and all furniture currently in place, at no additional cost to the Government.

1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

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

	Month 1 (Firm)		Months 2 - 5	
	Total Monthly Rent	Annualized Rate/ SF	Total Monthly Rent	Annualized Rate / RSF
Shell Rental Rate	\$100,000.00	\$5.07*	\$100,000.00	\$5.07*
Operating Costs	\$60,000.00	\$3.04*	\$60,000.00	\$3.04*
Full Service Rate	\$160,000.00	\$8.11*	\$160,000.00	\$8.11*

*REFLECTS A ROUNDED RATE

B. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

C. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM. This registration service is free of charge.

D. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises,"
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and,
4. All services, utilities (including sewage), and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

E. Rent shall not be adjusted for changes in taxes or operating costs.

1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (SIMPLIFIED) (JUN 2012)~~ INTENTIONALLY DELETED

1.05 ~~TERMINATION RIGHTS (SIMPLIFIED) (JUN 2012)~~

The Government may terminate this Lease, in whole or in part, after the Firm Term of this Lease by providing not less than 30 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 ~~RENEWAL RIGHTS (SIMPLIFIED) (APR 2014)~~ INTENTIONALLY DELETED

1.07 ~~DOCUMENTS INCORPORATED IN THE LEASE (SIMPLIFIED) (SEP 2013)~~

The following documents are as attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Representations and Certifications (GSA Form 3518)	10	A
Site Plan Delineating the Premises	1	B

1.08 ~~PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SIMPLIFIED) (SEP 2013)~~ INTENTIONALLY DELETED

1.09 ~~OPERATING COST BASE (SEP 2013)~~ INTENTIONALLY DELETED

1.10 ~~BUILDING IMPROVEMENTS (SEP 2012)~~

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

- A. ABAAS Upgrades
- B. Use and Occupancy Permits for all Buildings under Lease
- C. Evidence of Board Approval from the Saint Pauls board of trustees
- D. All existing street lighting must be fully operational.
- E. All [REDACTED] currently in place must be fully operational and available for Government use.