

U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(Short Form)

1. LEASE NUMBER
LLA16806

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

2. The Government of the United States of America is seeking to lease approximately 1,552 rentable square feet of office and related space located in Mandeville, Louisiana for a term of 10 years, 5 years firm, for occupancy upon Government's final acceptance of space. Rentable space must yield 1,350 square feet of ANSI/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishing, and equipment. Ten (10) surface parking spaces are required of which four (4) spaces are reserved.

~~3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS May 24, 2010.~~

B. STANDARD CONDITIONS AND REQUIREMENTS

4. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (the GOVERNMENT):

- a. Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use.
- b. The Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.
- c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6th floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.
- d. The Building and the leased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines).
- e. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations.
- f. Services, utilities, and maintenance will be provided daily, extending from 7:00a.m. to 5:00 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.
- g. The Lessor shall complete any necessary alterations within 45 days after receipt of approved layout drawings.
- h. The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at <http://www.ccr.gov>) prior to lease award and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the CCR system.

5. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

<input checked="" type="checkbox"/> HEAT	<input checked="" type="checkbox"/> TRASH REMOVAL	<input checked="" type="checkbox"/> ELEVATOR SERVICE	<input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	<input type="checkbox"/> OTHER (Specify below)
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING	<input checked="" type="checkbox"/> PAINTING FREQUENCY	
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	Frequency _____	Space <u>every 5 years</u>	
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES	<input checked="" type="checkbox"/> CARPET CLEANING	Public Areas <u>every 3 years</u>	
<input checked="" type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.	Frequency <u>every 2 years</u>		

6. OTHER REQUIREMENTS

Offerors should also include the following with their offers:

- The estimated cost to prepare the space for occupancy by the Government and the Offeror's proposed amortization rate for tenant alterations. Tenant Improvement Allowance = **\$59,654.07**
- Offeror must provide the percentage of occupancy the Government will occupy in the building per Paragraph 1.7 Real Estate Tax Adjustment in Supplemental Lease Agreement Attachment #2 "
- As indicated in the Supplemental Lease Requirements paragraph 1.6(A.4) "The offer shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment, those costs shall be specified on GSA Form 1364, Proposal to Lease Space; referenced in this solicitation.
- **SPECIAL REQUIREMENT BY THE STATE OF LOUISIANA**
LESSOR SHALL RECORD A LEASE EXTRACT, WHICH MUST BE FILED FOR REGISTRY IN THE OFFICE OF THE PARISH RECORDER OF THE PARISH WHERE THE LAND OR IMMOVABLE PROPERTY IS LOCATED THAT IS TO BE LEASED (OCCUPIED) BY THE U.S. GOVERNMENT. THIS PERTAINS TO THE ORIGINAL LEASE AND ALL SUPPLEMENTAL LEASE AGREEMENTS ON TOP OF THE ORIGINAL LEASE. THE LESSOR MUST PROVIDE ORIGINAL REGISTRY DOCUMENTS, TO THE CONTRACTING OFFICER OR HIS/HER REPRESENTATIVE WITHIN 30 DAYS OF OCCUPANCY BY THE GOVERNMENT.

7. NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

8. BASIS OF AWARD

- THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."
- OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING:
 - SIGNIFICANTLY MORE IMPORTANT THAN PRICE
 - APPROXIMATELY EQUAL TO PRICE
 - SIGNIFICANTLY LESS IMPORTANT THAN PRICE
 - (Listed in descending order, unless stated otherwise):

PART II - OFFER (To be completed by Offeror/Owner and remain open until lease award)

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

<p>1. NAME AND ADDRESS OF BUILDING (include ZIP Code)</p> <p>Resource Bank Building 5100 Village Walk Covington Louisiana 70403-4012</p>	<p>2. LOCATION(S) IN BUILDING</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> <p>a. FLOOR(S)</p> <p>2nd</p> </td> <td style="width: 50%;"> <p>b. ROOM NUMBER(S)</p> </td> </tr> <tr> <td> <p>c. SQ. FT.</p> <p>RENTABLE 1,552 ABOA 1,350 Common Area Factor 1.15</p> </td> <td> <p>d. TYPE</p> <p><input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify)</p> <p><input type="checkbox"/> WAREHOUSE</p> </td> </tr> </table>	<p>a. FLOOR(S)</p> <p>2nd</p>	<p>b. ROOM NUMBER(S)</p>	<p>c. SQ. FT.</p> <p>RENTABLE 1,552 ABOA 1,350 Common Area Factor 1.15</p>	<p>d. TYPE</p> <p><input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify)</p> <p><input type="checkbox"/> WAREHOUSE</p>
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B. TERM

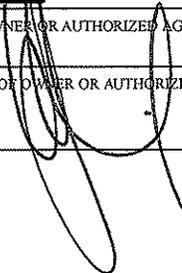
3. TO HAVE AND TO HOLD the Premises with their appurtenances for the term beginning on the day the space is accepted by the Government through a ten (10) year term, subject to termination rights as may be hereinafter set forth. The Government may terminate this lease, in whole or in part, effective any time after the fifth (5th) year of this lease by giving at least 60 days' prior notice in writing 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.

C. RENTAL

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

<p>5. AMOUNT OF ANNUAL RENT</p> <p>Years 1-5 \$44,232.00 Years 6-10 \$30,729.60</p>	<p>7. HVAC OVERTIME RATE PER HOUR</p> <p>\$50.00</p>	<p>8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO (Name and Address)</p> <p>PHOENIX COVINGTON ASSOCIATES, LLC 3301 VETERANS MEMORIAL BLVD, SUITE 209 COVINGTON, LOUISIANA 70002-7657</p>
<p>6. RATE PER MONTH</p> <p>Months 1-60 \$3,686.00 Months 61-120 \$2,560.80</p>		

9a. NAME AND ADDRESS OF OWNER (include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)
PHOENIX COVINGTON ASSOCIATES, LLC 5100 VILLAGE WALK, COVINGTON, LOUISIANA 70433-4012

<p>9b. TELEPHONE NUMBER OF OWNER</p> <p>[REDACTED]</p>	<p>10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING</p> <p><input checked="" type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)</p>
<p>11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print)</p> <p>Jeffrey Feil</p>	<p>11b. TITLE OF PERSON SIGNING</p> <p>Managing Partner</p>
<p>11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT</p> <p></p>	<p>11d. DATE</p> <p>11/29/10</p>

PART III - AWARD (To be completed by Government)

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents including this form 3626:

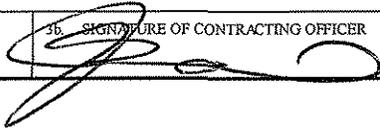
- Rider Lease No. LLA16806 Comprising 3 pages, Paragraphs 1 -12
- GSA Form 3626- Attachment #1 – Minimum Lease Security Standards
- GSA Form 3626 – Attachment #2 – Supplemental Lease Requirements
- FDA Physical Security Requirements/Specifications for FDA Facilities 7/14/09
- GSA Form 3517A - General Clauses
- GSA Form 3518A - Representations and Certifications
- Floor Plan – labeled Attachment “A”
- Site Plan – labeled Attachment “B”
- Parking Plan – labeled Attachment “C”

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

3a. NAME OF CONTRACTING OFFICER (Type or Print)

Jeffrey NAVARRO

3b. SIGNATURE OF CONTRACTING OFFICER



3c. DATE

12/3/2010

1. The Lessor hereby leases to the Government the following described premises:

A total of 1,552 rentable square feet (RSF) of office and related space, which yields 1,350 ANSI/BOMA Office Area square feet (USF) of space on the third floor at Resource Bank Building 5100 Village Walk Covington, Louisiana 70433-4012 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are 10 surface parking spaces with four reserved for the Government. In no event shall the Government pay for more than 1,350 ANSI/BOMA Office Area square feet (USF).

2. The Lessor and Avant Properties as co-broker with The Crown Partnership, Inc. have agreed to a cooperating lease commission of [REDACTED] value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] % of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The commission credit is [REDACTED]. The entire commission shall be due and payable upon Lease commencement. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance Supplemental Lease Requirements - Attachment #2 Paragraph 1.4 "Broker Commission and Commission Credit" attached to and forming a part of this lease.

Notwithstanding Paragraph 2 of this Rider to Lease No. LLA16806 the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue in equal installments until fully recaptured:

First full Month's Rental Payment \$3,686.00 minus prorated Commission Credit of \$ [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second full Month's Rental Payment \$3,686.00 minus prorated Commission Credit of \$ [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third full Month's Rental Payment \$3,686.00 minus prorated Commission Credit of \$ [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

3. All questions pertaining to this lease shall be referred to the Contracting Officer of the General Service Administration (GSA) of his or her designees. The Government occupant is not authorized to administer this lease and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or any other cost authorized in writing by the GSA Contracting Officer. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to: repairs, changes in scope of work, alterations and overtime services without the written authorization of a Contracting Officer. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.
4. The tenant buildout will conform to the specifications in Lease LLA16806, and are to be provided by the Lessor as part of the total rental payment. The tenant buildout costs of \$59,654.07 are amortized for a period of 60 months at 5.00%. Tenant improvement rental adjustments shall be made in accordance with Attachment No. 2, Supplemental Lease Requirements Paragraph 1.10.
5. In accordance with the Supplemental Lease Requirements - Attachment #2 Paragraph 1.7 entitled Tax Adjustment, the percentage of occupancy the Government will occupy in the building is 3.35% (1,552 RSF/46,269 RSF of the entire building)
6. This lease is subject to adjustments for vacant space as provided by Adjustment for Vacant Premises, GSAR 552.270-25 (6/94). The adjustment for vacant space is \$ 1.92 per ANSI BOMA Office Area (Useable) square foot per annum.
7. In accordance with the Supplemental Lease Requirements - Attachment #2 Paragraph 1.6 entitled Operating Costs; the escalation base is established as \$9,315.57/annum.
8. The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this lease or any extensions, and for alterations completed by either the Government or Lessor including initial build out of the lease space and / or any subsequent modifications required during the lease period. At the Government's sole discretion alterations will remain in the leased space after termination of the lease contract will become property of the Lessor.

INITIALS: LESSOR JF & GOVT JH

9. Per the Debt Collection Improvement Act, effective July 27, 1996 Electronic Funds Transfer (EFT) shall be required on all existing and new leases/contracts not later than January 1, 1998. An enrollment form is attached to be completed and returned with this contract.
10. Overtime Usage: Upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (7:00 a.m. - 5:00 p.m) Monday through Friday and except Federal Holidays ("Normal Hours"), at a rate of \$50.00 per hour. There shall be no overtime charge during Normal Hours as stated above. 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 GSA Building Manager or designee located at 300 East 8th Street, Rm. G150 Austin, Texas 78701-3220.
11. 24 Hour Rooms: There are no additional charges for heating and cooling of these areas.
12. This lease is subject to Real Estate Tax Escalation adjustments as provided by Tax Adjustment GSAR 552-270-24 (6/85). The Government's percentage of occupancy is established at 3.35 % of entire building.

INITIALS: LESSOR JK & GOVT Jh