**Introduction/General Information:**

The Board of Regents of the University System of Georgia (“BOR”), in its potential capacity as “Tenant”, hereby issues and this First Amendment to the referenced RFP. This Amendment serves to replace Exhibits B and D to the original RFP. All Best and Final Proposers should incorporate these new Exhibits into their Best & Final responses to the RFP.

The following Schedule of Events represents BOR’s best estimate of the anticipated timeline that applies to this solicitation. All times indicated are Eastern Standard Time. BOR reserves the right to adjust the schedule, with prior notice, as it deems necessary

|  |  |
| --- | --- |
| **Event** | **Time / Date** |
| RFP Publicly Advertised: | 3/1/2017 |
| Deadline to Submit Proposer Written Questions: | 3/8/2017 |
| Answers to Written Questions Disseminated to Potential Offerors: | 3/15/2017 |
| Deadline for Submittal of Proposals: | 3/23/2017 |
| Notification of Finalists (if applicable): | 4/3/2017 |
| BOR Conducts Site Visits of Finalist Properties: | 4/20/2017 |
| Beginning of Best & Final Period: | 5/3/2017 |
| End of Best & Final Period: | 5/10/2017 |
| BOR Recommends Selection to the board(s): | 5/12/2017 |

 Counterpart No. \_\_\_\_ Of 2 Original Executed Counterparts.

 Counterpart Of The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**STATE OF GEORGIA;**

**COUNTY OF :**

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT (hereinafter “Rental Agreement” or “Agreement”), made and entered into this day of , 20\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Party of the first part, hereinafter called Landlord, and the BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA, for the use of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a unit of the University System of Georgia, whose address is 270 Washington Street, Sixth Floor, Atlanta, Georgia 30334, party of the second part, hereinafter called Tenant:

**W I T N E S S E T H:**

**ARTICLE I PREMISES RENTED AND USE OF PREMISES**

 Landlord, in consideration of the rents agreed to be paid by Tenant and of the covenants, agreements, provisions and stipulations herein agreed to be mutually kept and performed by the parties hereto, does hereby grant, demise and rent, upon the terms and conditions herein stated, unto the Tenant those certain premises situated in \_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, Georgia, and more particularly described as follows*:*

 [*Insert legal description or “See Exhibit C”*]

and known as (by the system of streets and numbering commonly in use at the date hereof), together with all improvements, tenements and appurtenances, thereunto belonging or in any wise appertaining, including the right of ingress and egress thereto and therefrom at all times (“Premises”). Tenant does hereby rent and take from Landlord, upon the terms and conditions herein stated, for the use of educational functions and facilities, those certain Premises, more fully described above, together with all improvements, tenements and appurtenances, thereunto belonging or in any wise appertaining, including the right of ingress and egress thereto and therefrom at all times.

**ARTICLE II TERM**

 This Agreement shall be for a term of approximately \_\_\_\_\_ (\_\_) years, [use either set of language: (i) “commencing on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_ (the “Commencement Date”), and ending at 12:00 midnight on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_ (the “Expiration Date”) OR (ii) “commencing on the earlier of: the first day Tenant occupies the Premises for the use as provided in Article I; or the next business day after substantial completion of the build out of the Premises as evidenced by Landlord’s receipt of a permanent certificate of occupancy for the Premises (the “Commencement Date”), and ending at 12:00 midnight on the \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ (the “Expiration Date”)] (the Commencement Date and the Expiration Date are, hereinafter collectively referred to as the “Term”), unless this Agreement shall be sooner terminated as hereinafter provided. Landlord and Tenant will execute a rent commencement letter within ten (10) days of occupancy confirming said Commencement Date and Expiration Date. Such letter shall substantively conform to that template letter attached hereto as Exhibit “D” and incorporated herein by reference. Notwithstanding anything in this Agreement to the contrary, pursuant to O.C.G.A. § 50-16-41(l)(3), as amended, at the beginning of each Tenant fiscal year (July 1-June 30), Tenant’s state appropriations may be encumbered for the estimated payments for any multiyear lease and rental agreements in that fiscal year. Tenant shall have the right to terminate this Agreement, without further obligation, if the State Properties Commission (“SPC”) determines that adequate funds will not be available to satisfy Tenant’s payment obligations under this Agreement. SPC's determination regarding the availability of funds to satisfy Tenant’s payment obligations under this Agreement shall be conclusive and binding on all parties.

**ARTICLE III FIXED RENTAL**

 Tenant agrees to pay Landlord, at its above‑stated address, or at such other address or addresses as may be designated in writing from time to time by Landlord, [use either: (i) the total fixed equal monthly

rental of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOLLARS AND \_\_\_\_\_\_\_\_\_\_\_\_\_\_ CENTS ($\_\_\_\_\_\_\_\_\_\_\_\_\_) for the use and rent of the said Premises beginning on the first day of the term and payable on the first day of each and every calendar month thereafter during the said term (hereinafter referred to as “Rent”); OR (ii) rent in the amount and at the times designated on Exhibit “\_\_”: Rental Schedule, which is attached hereto and incorporated by this reference, (hereinafter referred to as “Rent”) for the use and rent of the Premises].

**ARTICLE IV OPTION TO RENEW OR EXTEND TERM**

 Landlord, in consideration of the Premises and of the covenants, agreements, provisions and stipulations herein agreed to be mutually kept and performed by the parties to this Agreement does hereby give and grant unto Tenant the exclusive right, privilege and option of renewing or extending this Agreement at the expiration of the aforementioned term on a year to year basis for N/A consecutive years. Said renewal or extension shall be upon the same terms, conditions, covenants, provisions, stipulations and agreements as herein set forth and at the same monthly rate of rental herein stipulated; provided, however, that notice of Tenant's desire, through the President or Vice President of Business and Operations, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a unit of the Universi­ty System of Georgia, to exercise such option shall be given to Landlord at least sixty (60) days prior to the expiration date of the original term of this Agreement or of any renewal or extension term thereof. It is further provided that this option may be exercised by Tenant only in the event all rents have been fully paid and that all covenants, agreements, provisions, stipulations, terms and conditions of this Agreement on the part of Tenant to be preformed, kept and observed, have been fully and faithfully performed, kept and observed.

**ARTICLE V STIPULATIONS**

 The following stipulations, provisions, covenants, agreements, terms and conditions, contained in Exhibit “A” and Exhibit “B”, attached to this Rental Agreement, are expressly understood and are mutually agreed to by the parties hereto and are hereby incorporated herein and made a part of Article V of this Rental Agreement by this reference. In the event of a conflict, between the Exhibit “B” stipulations and this Rental Agreement or the Exhibit “A” stipulations then the stipulations in Exhibit “B” shall control.

(Signatures on Next Page)

IN WITNESS WHEREOF, Landlord and Tenant, by and through their authorized representatives, have hereunto executed, signed, and delivered this Agreement in duplicate the day, month, and year first above written, each of the said parties keeping one of the copies hereof.

 LANDLORD:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Attest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed As to Landlord,

in the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Unofficial Witness

 (Seal)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public

 TENANT:

 BOARD OF REGENTS OF THE

 UNIVERSITY SYSTEM OF GEORGIA

 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Vice Chancellor for Facilities

 Attest:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Associate Vice Chancellor for Facilities

SIGNED As to Board Of Regents of

the University System of Georgia

in the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Unofficial Witness

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public

**EXHIBIT “A”**

**Stipulations, Provisions, Covenants, Agreements,**

**Terms and Conditions of Rental Agreement**

***PURPOSE OF PARAGRAPH IDENTIFICATION REFERENCES***

 1. The brief, captioned, paragraph-identifications references which appear in this Rental Agreement are solely for the convenience of identifying and indexing the various provisions this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

***DEFINITIONS***

 2. a. The word “Landlord” as used in this Rental Agreement shall be construed to mean Landlords in all cases where there is more than one Landlord, and the necessary grammatical changes required to make the provision hereof apply either to male or female, corporations, partnership or individuals, shall in all cases be assumed as though in each case fully expressed.

 b. The word “Premises” as used in this Rental Agreement shall include not only the particularly above-described property but also all the improvements, tenements and appurtenances, thereunto belonging or in any wise appertaining.

 c. Any and all references to the “Term” of the Agreement contained within this Rental Agreement shall include not only the original term but also any renewal or extension of the original term.

***TIME OF ESSENCE***

 3. Time is of the essence in this Agreement.

***SERVICE OF NOTICE***

 4. Any notice, statement, demand, request, consent, approval and authorization required to be given by any party to the other party pursuant to this Agreement shall be given in writing to such other party at the physical or electronic mail address set forth below and shall be deemed to have been properly given, rendered or made only if (i) personally delivered by reputable private courier services, (ii) sent by first-class mail, postage prepaid certified or registered with return receipt requested, (iii) sent by Federal Express or other comparable commercial overnight delivery service, or (iv) sent by electronic mail to the party entitled thereto. Any notice shall be deemed to have been given, rendered or made on the day (x) so delivered unless such day is not a business day, in which case such delivery shall be deemed to be made as of the next succeeding business day, or (y) upon telephonic confirmation of receipt from the party’s principal addressee if sent by electronic mail. Each party hereto shall have the right at any time and from time to time to specify another physical or electronic mail address and addressee to whom notice thereunder should be given, upon five (5) days’ written notice thereof to the other party. The notice addresses for the parties shall be as follows:

To Landlord:

 ???????

Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To Tenant:

Board of Regents of the University System of Georgia

270 Washington Street, SW, Sixth Floor

Atlanta, Georgia 30334

Attention: Vice Chancellor for Facilities

E-mail: Jim.James@usg.edu

with copy to:

??????????

Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***COVENANTS OF TITLE AND QUIET ENJOYMENT***

 5. Landlord covenants that he is seized of the said demised Premises in fee simple absolute. Landlord agrees that Tenant, paying the rents and keeping the stipulations, provisions, covenants, terms, agreements, and conditions herein con­tained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy, and occupy said Premises hereby rented, with all the improvements, tenements, appurtenances, and each and every part and parcel thereof for and during said Term, without any suit, hindrance, interruption, inconvenience, eviction, ejection, or molesta­tion by the Landlord or by any other person or persons whatsoever. If for any reason whatever, Tenant is deprived of its right to lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy said Premises hereby rented, with all the improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during the Term, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by Landlord or by any other person or persons whatsoever, then this Agreement may be immediately canceled and terminated at the option of Tenant by giving Landlord notice thereof. If Landlord's title shall come into dispute or litigation, Tenant may withhold payment of rents (without interest) until final adjudication or other settlement of such dispute or litigation.

***NOTICE OF APPOINTMENT OF AGENT***

 6. Tenant shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the demised Premises until notice of the appointment and the extent of the authority of such agent shall be first given to Tenant by the party appointing such agent.

***CHANGE IN OWNERSHIP OF PREMISES***

 7. No change or division in the ownership of the rented Premises, or of the rents payable hereunder, however accomplished, shall operate to enlarge the obliga­tions or diminish the rights of Tenant. Further, no change or division in owner­ship shall be binding on Tenant for any purpose until Tenant shall have been furnished with a certified copy of the recorded instrument, or other legally authenti­cated written instrument, evidencing such change or division in ownership.

***BINDING EFFECT ON HEIRS, ASSIGNS, ETC.***

 8. Each of the stipulations, provisions, terms, conditions, covenants, agree­ments and obligations contained in this Rental Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of each and every one of the heirs, legal repre­sentatives, devisees, legatees, next-of-kin, successors and assigns of the respec­tive parties hereto, and shall be deemed and treated as real covenants running with the Premises afore­said during the Term of this Rental Agreement. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the heirs, legal representa­tives, devisees, legatees, next-of-kin, successors and assigns of said party, the same as if in each case expressed.

***LANDLORD'S FAILURE TO DELIVER PREMISES AT COMMENCEMENT OF TERM***

9. Should Landlord, for any reason whatever, be unable to deliver possession of the Premises to Tenant at the commencement of the Term hereinbefore specified, this Agreement may be immediately canceled, terminated and declared null and void at the option of Tenant by giving Landlord notice thereof. Shall Tenant elect not to exercise the aforestated option then it is agreed by the parties hereto that there shall be a total abatement of rent during the period between the commencement of said Term and when Landlord actually delivers possession of the Premises to Tenant.

***DESTRUCTION OF OR DAMAGE TO PREMISES***

 10. In the event the demised Premises, either prior to the commence­ment date of this Rental Agreement or during the term thereof shall be so damaged, by any cause whatever, as to be rendered unfit for occupancy by Tenant, and the Premises shall not thereafter be repaired by Landlord at its expense with reason­able promptness and dispatch, then this Rental Agreement may be immediately canceled and terminated at the option of Tenant by giving Landlord notice thereof, and rent (if any) shall be payable only to the date of such damage. Shall the Premises, either prior to the commencement date of this Rental Agreement or during the term thereof, be partially destroyed, by any cause whatever, but not rendered unfit for occupancy by Tenant, then Landlord agrees that the Premises, at Land­lord's expense and with reasonable promptness and dispatch, shall be repaired and restored to substantially the same condition as before the damage. In the event of a partial destruction of the Premises there shall be a fair abatement in the rent payable during the time such repairs or rebuilding are being made. Such proportionate deduction of rent to be based upon the extent to which the making of such repairs or rebuilding shall interfere with the business carried on by Tenant in the Premises. Full rental shall again commence after completion of the repairs and restoration of the Premises by Landlord. In connection with the foregoing, it is agreed by the parties hereto that Tenant, after making a reasonable assessment of damages, shall make the decision as to whether or not the Premises are fit or unfit for occupancy by Tenant.

***LANDLORD’S INSURANCE***

 11. Landlord shall, at its own cost and expense during the term of this Rental Agreement, provide the following insurance coverages which shall be issued by an insurance company licensed to transact business in the state where the Premises are located for the applicable line of insurance and (i) shall be an insurer with a Best Policyholders Rating of “A-” or better and with a financial rating size of Class VIII or larger. Landlord shall also, at his own cost and expense during the term of this Rental Agreement, provide:

a. “All Risk” Property Insurance to keep the Premises insured against loss of damage by fire and other casualties, for not less than the actual replacement cost of the Premises; and

b. Commercial General Liability Insurance (2002 ISO Occurrence Form or

equivalent) with coverage limits of:

Personal Injury $1,000,000 per occurrence

General Aggregate $2,000,000

The CGL policy shall name tenant as an additional insured but only with respect to claims arising under this Agreement for which the Georgia Tort Claims Act is not the exclusive remedy.

c. Commercial Umbrella Liability Insurance to provide excess coverage over the Commercial General Liability Coverage with limits of

 $2,000,000 per occurrence

 $2,000,000 Aggregate

Landlord shall furnish Tenant with Certificates or other acceptable evidence that the above insurance coverages are in effect.

***USE OF PREMISES AND TENANT’S INSURANCE REQUIREMENTS***

 12. a. Tenant shall use the Premises for any purpose within the powers of the University System for its educational and administrative functions for which the Premises are hereby rented; and no use shall be made of the Premises, nor acts done which will cause a cancellation of or an increase in the existing rate of fire, casualty and other extended coverage insurance insuring the Premises, without first consulting with Landlord and obtaining appropriate insurance endorsements, including the payment of the increase in premium for such endorsements. Tenant further agrees not to sell, or permit to be kept for use in or about the Premises, any article or articles which may be prohibited by the standard form of fire insurance policies unless the policy is endorsed as set forth in this paragraph.

 b. Tenant shall insure or self-insure at its own cost and expense its fixtures, furnishings, equipment and personal property which it may use or store on the Premises. Tenant will provide third party liability coverage arising from the acts of its officers, members, and employees through the Georgia Tort Claims Act, O.C.G.A. §50-21-20 *et seq*. and the self-insurance funds maintained pursuant to Georgia Law. The Georgia Tort Claims Act provides coverage for $1,000,000 per person and $3,000,000 per occurrence for claims covered by the Act.

***CANCELLATION OF RENTAL AGREEMENT BY LANDLORD***

 13. Shall Tenant at any time be in default in the payment of rent, or in the performance of any of the stipulations, covenants, terms, conditions, agreements, or provisions of this Rental Agreement, and fail to remedy such default within twenty (20) days after receipt of notice thereof from Landlord; Landlord may pursue all remedies available to Landlord at law or in equity, including dispossessory proceedings in a court of competent jurisdiction, but not including any right of Landlord himself or any representative of Landlord to enter and repossess the Premises.

***HOLDING OVER***

 14. Any holding over, or continued use and/or occupancy by Tenant, of the rented Premises after the expiration of this Rental Agreement shall operate and be construed as a tenancy at will at the same monthly rate set out above and under the same terms and conditions in force at the expiration of the Agreement.

***CONDEMNATION***

 15. In the event, during the term of this Rental Agreement, the whole or any part of the Premises hereby rented shall be appropriated or taken by any Municipal, County, State, Federal or other authority for any public or quasi-public use through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of law, ordinance or by court decree, whether by consent or otherwise, the use of the Premises by Tenant for the purpose hereinabove referred to shall be prohibited; Tenant shall have the right to immediately terminate this Rental Agreement upon notice to Landlord and the rent shall be paid only to the time when Tenant surrenders possession of the Premises. When only a portion of the demised Premises are acquired for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceedings, Tenant shall have an election as to whether to terminate and cancel this Rental Agreement at the time at which the portion of the demised Premises must be surrendered or whether it will remain in the demised Premises with remaining monthly rental payments reduced by an amount determined by the ratio of square feet surrendered to the total square feet originally contained in the demised Premises. To exercise this election, Tenant must notify Landlord within twenty-five (25) days after it is ultimately determined what portion of the Premises will be taken under such proceedings. In the event Tenant elects to remain under the condition set forth above Landlord agrees to promptly make all necessary alterations and repairs which shall be required because of such partial acquisition. The rights of Landlord shall in no way prejudice or interfere with any claim which Tenant may have against the authority exercising the power of eminent domain or condemnation for damages or otherwise for destruction of or interference with the business of Tenant in the demised Premises.

***MAINTENANCE AND REPAIRS BY LANDLORD***

1. Notwithstanding anything to the contrary contained in this Rental Agreement and excepting damage caused by Tenant, Landlord shall, at its sole cost and expense: (i) maintain and keep in good order and repair, the structural parts of the Premises, including, the shell, exterior skin, bearing walls, glass mullion system, standard sub-flooring, stairs and stairwells, main utility connections, main electrical service (including, but not limited to panels, subpanels, transformers and meters), the roof (including, but not limited to the roofing membrane), the foundation, the parking areas servicing the Premises, the Premises plumbing system, including replacement of major lines, major elevator systems and replacement of part or all of the air-conditioning, heating and ventilation systems; (ii) repair or correct any damage caused by soil conditions and subsurface conditions; (iii) maintain and keep in good order and repair common areas and standard building items such as kitchen or breakroom fixtures and appliances including, but not limited to, toilets, sinks, disposals, dishwashers, water heaters, refrigerators, icemakers, special air conditioning or heating units, card access systems or special facilities, such as showers, and (iv) repair or replace damage to the Premises or any part thereof resulting from a latent or patent defect in the design or construction of the Premises.

***NOTICE TO LANDLORD OF DAMAGE OR DEFECTS***

 17. Tenant shall give to Landlord prompt written notice of any accident to or any defects in the said Premises and such damage or defects shall be remedied with due diligence by the Landlord at its own expense.

***ENTRY FOR INSPECTION AND REPAIRS, ALTERATIONS OR ADDITIONS***

 18. Tenant shall permit Landlord, its agents or employees, to enter into and upon said Premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs alterations or additions to any portion of the Premises.

***JANITORIAL SERVICES***

 19. Landlord shall furnish, without additional charge, janitorial services for general cleaning of the Premises. Landlord shall use care to select honest and efficient employees. Landlord shall be responsible to Tenant for the negligence, theft, fault and misconduct of such employees. Tenant agrees to report promptly to Landlord any neglect of duty or any incivility on the part of such employees which in any way interferes with the full enjoyment of the Premises rented by the Tenant.

***RUBBISH REMOVAL***

 20. Landlord shall keep the Premises clean, both inside and outside at his own expense, and shall see that all garbage, trash, and all other refuse is removed from the said Premises

***TERMITES, RODENTS, AND PESTS***

 21. Landlord shall, at its own expense, keep the demised Premises free from infestation by termites, rodents, and other pests and shall repair all damage caused to the demised Premises by the same during the term of this Rental Agreement.

***UTILITIES***

 22. Tenant shall furnish all water, electricity, gas, fuel, oil, light, heat and power or any other utility used by Tenant while occupying the said Premises. No deduction shall be made from the rent due to a stoppage in the services of water, electricity, gas, fuel, oil, coal, light, heat, and power or any other utility unless caused by an act or omission of Landlord. In the event of interruption in the water, electricity, gas, fuel, oil, coal, light, heat and power service, Tenant will proceed with all due diligence to restore same.

***TAXES AND ASSESSMENTS***

 23. Landlord, during the said term of this Rental Agreement, agrees and covenants to pay off, satisfy and discharge, as they become due, all assessments, taxes, levies and other charges, general or special, of whatever name, nature and kind, which are or may be levied, assessed, imposed and charged upon the Premises herein demised and rented.

***REMOVAL OF IMPROVEMENTS, ERECTIONS AND ADDITIONS BY TENANT***

 24. With the express written consent of Landlord first having been obtained Tenant may make, at its own expense, such improvements, erections, and alterations as are necessary to adapt the Premises for the conductance of Tenant's business. All improvements, erections and additions installed in or placed upon the demised Premises by Tenant, whether permanently affixed thereto or otherwise, shall continue and remain the property of Tenant, and may be removed by Tenant, in whole or in part, at any time before the expiration or termination of this Agreement or upon a reasonable time thereafter. If Tenant removes any or all of the improvements, erections and additions it has installed in or placed upon the demised Premises, Tenant agrees to repair any specific damage directly resulting to the Premises from such removal to the condition existing at the beginning of the tenancy, fair wear and tear excepted.

***REMOVAL OF FIXTURES BY TENANT***

 25. At any time before the expiration or termination of this Agreement, or upon a reasonable time thereafter, Tenant shall have the right and privilege to remove all fixtures, equipment, appliances and movable furniture which it has placed in or upon the demised Premises.

***WAIVER OF RIGHTS***

 26. The waiver by Landlord, or by Tenant, of any breach of any stipulation, provision, term, covenant, agreement or condition herein contained shall not be deemed to be a waiver of such stipulation, provision, term, covenant, agreement or condition on any subsequent breach of the same or any other stipulation, provision, terms, covenant, agreement or condition herein contained.

***ENTRY FOR CARDING, ETC*.**

 27. In the event Tenant does not exercise the renewal or extension option provided above, then it is agreed that Landlord may, within thirty (30) days next preceding the expiration of the Term, card Premises advertising the said Premises "For Sale" or "For Rent". Landlord may enter the Premises at reasonable hours to exhibit the same to prospective purchasers or tenants.

***ABANDONMENT OF RENTED PREMISES***

 28. During the term of this Agreement Tenant agrees not to abandon or vacate the Premises without cause.

***WASTE AND NUISANCE***

 29. Tenant shall not commit, or suffer to be committed any waste upon the said Premises, or any nuisance, or other act or thing which may disturb the enjoyment of any other Tenant, if there be any, in the building in which demised Premises may be located.

***ASSIGNMENT AND SUBLETTING***

 30. Tenant shall not assign this Rental Agreement, or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the Premises, or any portion thereof, without the express written consent of Landlord first having been obtained, which consent shall not unreasonably be withheld. Any such assignment or subletting without such consent shall be void, and shall, at the option of Landlord, on twenty (20) days notice to Tenant, terminate this Rental Agreement. Consent to one assignment and/or subletting shall not waive this provision, and all later assignments and/or sublettings shall likewise be made only on the prior consent of Landlord, which consent shall not unreasonably be withheld.

***EFFECT ON ASSIGNMENT AND SUBLETTING***

***WHEN TENANT SURRENDERS RENTAL PROPERTY***

 31. The voluntary or other surrender of this Rental Agreement by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing sublets or subtenancies, or may, at the option of Landlord, operate as an assignment to Landlord of any or all such sublets or subtenancies.

***SURRENDER******OF******PREMISES***

 32. Tenant shall at the termination of this Agreement surrender up said rented Premises in good order and condition; reasonable use and ordinary wear and tear thereof, damage by fire, acts of God, the elements, other casualties, condemnation and/or appropriation, and damage or defects arising from the negligence or default of Landlord excepted.

***INVALIDITY******OF******PROVISION******OR******PORTION******OF******PROVISION***

 33. Shall any provision or portion of such provision of this Rental Agreement be held invalid, the remainder of this Rental Agreement or the remainder of such provision shall not be affected thereby.

***COMPLIANCE******WITH******LAWS****,* ***ORDINANCES******AND******REGULATIONS***

 34. (a) Landlord shall be responsible for compliance with all applicable laws, ordinances, and regulations, including permitting and zoning ordinances and requirements and local and state building codes, life safety codes, security, and the holding of a current and proper certificate of occupancy.

(b) Notwithstanding any provisions of this Agreement to the contrary, Landlord is solely responsible for assuring that the Premises and all common areas are at all times in compliance with Title III of the American with Disabilities Act of 1990, 42 USC §12101 *et seq*. (hereinafter the “ADA”) as amended, and with all regulations promulgated pursuant to the ADA (hereinafter the “Regulations”). Except for any remodeling or alterations to the premises after the commencement date of this Agreement due to an election by Tenant to remodel (but not including any remodeling or alterations at the beginning of the Term of this Agreement to make the Premises initially suitable for Tenant), Landlord shall be solely responsible for all costs and expenses associated with ADA compliance. Landlord shall not charge Tenant for, or seek reimbursement from Tenant for, any expenditures, capital or otherwise, associated with conforming the premises or common areas to the requirements of the ADA and the Regulations.

(c) Landlord and Tenant hereby certify that the provisions of law contained in Title 45 Chapter 10 of the Official Code of Georgia which prohibit full-time and part-time public officials and employees of the State of Georgia from engaging in certain transactions with the State or state agencies have not and will not be violated in any respect by this Agreement.

***SUBORDINATION***

 35. This Rental Agreement shall be subject and subordinate to all existing liens and encumbrances against the Premises (and all rights and obligations contained therein); *provided*, however that as to all such liens and encumbrances and any future liens and encumbrances, as a condition precedent to any such subordination, the holder of the lien or encumbrance agrees, so long as the Tenant is not in default under this Agreement, to the non-disturbance of Tenant and the continuing possession of the Premises by Tenant under the same financial provisions and substantive terms and conditions set forth in this Agreement.

***FINANCING***

36. Tenant has not and will not participate in the structuring, offering, or issuance of bonds or other financing to be used to construct, renovate, or rehabilitate the Premises and Tenant shall have no obligation with respect to the bonds or the financing of the Premises and no moral obligation to continue to rent the Premises in a manner supportive of the creditworthiness of the bonds or financing.

***ENTIRE AGREEMENT***

 37. This Rental Agreement, including the attached Exhibits “A”, “B”, “C”, and “D”, embodies and sets forth all the provisions, agreements, conditions, covenants, terms and understandings between the parties relative to the demised Premises. There shall be no provisions, agreements, conditions, covenants, terms, understandings, representations or inducements either oral or written, between the parties other than are herein set forth. It is further understood and agreed that no subsequent alteration, amendment, change or addition to the is Rental Agreement shall be binding upon the parties herein unless reduced to writing and signed by all the parties to this Rental Agreement.

***END OF EXHIBIT “A”***

**EXHIBIT “B”**

**Special Stipulations**

**(OPTIONAL PROVISIONS)**

1. RENT CONCESSION. Provided that there does not exist an event of default under this Agreement, Tenant shall be entitled to an abatement of Rent (the “Rent Concession”) which would otherwise be due for the initial \_\_\_\_\_\_\_\_\_\_ (\_\_\_\_) months of the Term (the “Abatement Period”). Landlord and Tenant hereby acknowledge and agree that the Rent Concession described in this Section is in an amount equal to $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in total and, if any event of default occurs, the Rent Concession shall be canceled as of the date of the occurrence of such event of default. If such an event of default occurs, the portion of the Rent Concession which has not been used by Tenant as of the date of the occurrence of such event of default shall automatically terminate and become null and void. After the occurrence of any such event of default, Tenant shall no longer be entitled to any rent concession or abatement of rent described in this Section, and Tenant shall thereafter pay all Rent when due under this Agreement, without regard to these rent abatement provisions.

2. Tenant Improvement Allowance. Provided there does not exist an event of default under this Agreement, Tenant shall be entitled to a tenant improvement allowance in the amount of up to $\_\_\_\_\_\_\_\_\_ per rentable square foot of the Premises ($\_\_\_\_\_\_\_\_\_\_\_\_ total) (the "Tenant Improvement Allowance"). The Tenant Improvement Allowance shall be applied to the aggregate of: (i) engineering and architectural fees for the “Tenant Improvements” (as defined below); (ii) filing fees and permit costs incurred for the Tenant Improvements; (iii) all costs of demolition of any existing improvements in the Premises; and (iv) the actual cost of all labor and materials furnished in connection with the Tenant Improvements, including all costs associated with extra work or change orders.

Landlord shall construct the Tenant Improvements and pay the cost thereof up to the amount of the Tenant Improvement Allowance. In the event Landlord receives bids that exceed the Tenant Improvement Allowance, Landlord shall obtain Tenant’s written consent to pay such excess costs (hereinafter referred to as the “Excess”), as additional rent through either one lump sum or equal monthly amounts, prior to selecting the contractor.

Tenant shall submit "Working Drawings and Specifications" (as defined below) to Landlord on or before five (5) business days from the date of this Agreement for Landlord’s approval or disapproval. Within fourteen (14) days after its receipt of such documents, Landlord shall notify Tenant in writing of its approval or disapproval, stating in reasonable detail the reasons for any disapproval. If Landlord disapproves the Working Drawings and Specifications, Tenant shall then resubmit revised Working Drawings and Specifications to Landlord and Landlord shall approve or disapprove the revised Working Drawings and Specifications within five (5) business days after its receipt thereof, stating in reasonable detail the reasons for any disapproval. Within five (5) business days after Landlord’s receipt of documents acceptable to Landlord, Landlord shall then submit the Working Drawings and Specifications so approved (the “Plans”) to Landlord’s contractor for constructing the Tenant Improvements in accordance with the Plans.

If Tenant requests any changes in the Plans which have been approved by Landlord, Tenant shall submit revised Plans for Landlord's approval. If Landlord approves such changes, Landlord shall incorporate such changes in the Tenant Improvements following Landlord's receipt of a change order therefor executed by Tenant. As a condition to Landlord's approval, Tenant shall agree in writing to pay any such changes that result in Excess costs, as described above herein, as additional rent.

Substantial completion of the Tenant Improvements shall be deemed to occur on the date the Tenant Improvements are completed in all material respects in substantial compliance with the Plans (including any changes thereto approved by a change order executed by Landlord and Tenant) excepting only minor finish and touch up work that does not interfere in any material respect with the occupancy of the Premises by Tenant, plus a Certificate of Occupancy (temporary or permanent) is issued by the appropriate authority. The date of substantial completion shall be reasonably determined by the Landlord’s architect, whose good faith determination shall be binding upon Landlord and Tenant. After the date of substantial completion, Landlord shall proceed with reasonable promptness to complete any minor finish and touch-up work required to finally complete the Tenant Improvements, and Landlord shall have the right to enter the Premises for such purposes at any time without prior notice to Tenant.

After final completion of the Tenant Improvements, Tenant may elect to apply any then-remaining unused portion of the Tenant Improvement Allowance, to reimburse Tenant for actual out-of-pocket moving expenses, Tenant’s purchase of furniture, fixtures and equipment for use in the Premises, cabling costs for telephone and computer systems and other costs incurred by Tenant in moving to the Premises if Tenant submits paid invoices for such expenses to Landlord within thirty (30) days after the Commencement Date. Any portion of the Tenant Improvement Allowance remaining unused after such date shall belong to Landlord.

3. Contraction Right. Tenant shall have an ongoing right (the “Contraction Right”) to elect to reduce by up to an aggregate of rentable \_\_\_\_\_\_\_\_\_\_\_\_\_ square feet leased by Tenant pursuant to the Agreement at any time commencing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. That part of the Premises eliminated from the Agreement as a result of Tenant’s exercise, from time to time, of the Contraction Right shall be referred to herein as the “Eliminated Space” and shall be identified in amendment reflecting the new remaining space, and rent adjustments attached to the Agreement. Each time Tenant desires to exercise this Contraction Right, Tenant shall provide to Landlord at least six (6) calendar months prior written notice (the “Contraction Notice”) and shall pay to Landlord an amount equal to the “Contraction Fee,” as defined below, at the time such Eliminated Space is vacated by Tenant. As used herein, the term “Contraction Fee” shall be the sum of (i) $\_\_\_\_\_\_\_ per rentable square feet of Eliminated Space (as specified in the Contraction Notice), plus (ii) the amount of “Unamortized TI,” as defined below, attributable to that portion of the Eliminated Space. The “Unamortized TI” shall be an amount, as of the date Tenant vacates the Eliminated Space, equal to the remaining unamortized balance of the Tenant Improvement Allowance attributable to that portion of the Eliminated Space, when amortized, using a \_\_\_\_\_% per annum interest rate, over the period of the Term.

**EXHIBIT “C”**

**Legal Description, Plats and Drawings**

**EXHIBIT “D”**

**Confirmation of Rental Agreement Commencement Date**

**This notice, dated \_\_\_\_\_\_\_\_\_\_\_ is provided pursuant to Article III of that Rental Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Agreement”), by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , as Landlord, and the Board of Regents of the University System of Georgia, as Tenant, for premises [located at \_\_\_\_\_\_\_\_\_\_\_\_\_ as described in the Agreement], and hereby confirms the following:**

 **(1) Landlord has obtained a certificate of occupancy for the Premises as provided for in the Agreement; and**

 **(2) the term of the Agreement, as defined in Article III thereof has commenced as of [date], and will expire [date].**

**In the event of conflict, the Commencement Date in this confirmation notice shall control over any conflicting date in the Agreement or in other Exhibits. This notice shall be attached to the Agreement and by this reference be made a part thereof. All other terms of the Agreement shall remain unchanged and in full force and effect.**

**AGREED TO AND ACKNOWLEDGED:**

**LANDLORD: (Name of Landlord)**

**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA**

 **By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Vice Chancellor for Facilities**

**Attest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Associate Vice Chancellor for Facilities**

***END OF EXHIBIT “D”***