

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

6/30/09

LEASE NO. GS-03B-09384

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

Wytheville SSA, LLC.

whose address is

P.O. Box 16190  
Bristol, Virginia 24209-6190

and whose interest in the property hereinafter described is that of

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

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

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

Approximately 7,559 rentable square feet which yields a minimum of 6,557 of ANSI/BOMI office area square feet of first floor office and related space located in a building to be constructed at 820 Withers Road in Wytheville, Virginia, 24382.

to be used for such purposes as may be determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on See Rider Paragraph 11 through See Rider Paragraph 11, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of See Rider Paragraph 11 at the rate of See Rider Paragraph 11 per see Rider Paragraph 11 in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Wytheville SSA, LLC, P.O Box 16190, Bristol, Virginia, 24209-6190.

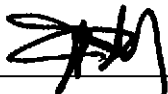
4. The Government may terminate this lease, in whole or in part, at any time after the fifth full year by giving at least 120 days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

One renewal option of [REDACTED] per ANSI/BOMI office area square feet, plus accrued escalations per Paragraph 3.1, Tax Adjustment and 3.3, Operating Costs.

provided notice be given in writing to the Lessor at least 120 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.

Lessor



Government



Page 1 of 107

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- A. All services, utilities, maintenance, operations, and other considerations as set forth in this lease.
- B. This Lease No. GS- 03B-09384 consists of 107 pages.
- C. The adjustment for vacant premises is \$4.00 per ANSI/BOMI office area square feet in accordance with paragraph 3.10 in the Solicitation for Offers.

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

~~The General Provisions and Instructions (Standard Form 2 - A \_\_\_\_\_ edition).~~

- A. Rider to Lease No. GS-03B- 09384 being paragraph 8 through 15
- B. Solicitation from offers 6PA0137 (now lease GS-03B-09384)
- C. General Clauses (GSA form 3517)
- D. Representations and Certifications (GSA form 3518)
- E. Floorplan (dated 1/30/2009-- drawing number PR-1)
- F. Landscaping Plan
- G. In agreement with the State Historic Preservation office and Section 106 of the National Preservation Act of 1966, as amended in 1980 and 1992, and the regulations (36 CFR Part 800) of the Advisory Council on Historic Preservation, the Lessor shall provide photographs, specifications, and architectural drawings throughout the design phase of the project at 30%, 60% and 90% completion for approval. The façade, as offered by the Lessor, will be brick and split face block. The Lessor shall meaningfully engage and agrees to satisfactorily address and implement, as determined by the Contracting Officer, those issues arising from consultation with the State Historic Preservation Office. The Lessor shall provide a design schedule identifying these milestones within twenty one (21) calendar days of award.
- H. The architect for the project is Allan Associates Architects, PLLC. The contractor is JA Street and Associates, Inc.
- I. Letter dated November 6, 2008 from Sterling Properties, Inc. to Erin K. Crum.
- J. Davis Bacon information dated 7/25/2008.

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

LESSOR Wytheville SSA, LLC

BY

[Redacted Signature]

(Signature)

IN PR

[Redacted Signature]

[Redacted Signature]

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

[Redacted Signature]

Contracting Officer  
(Official title)

STANDARD FORM 2

Lessor [Signature] Government [Signature]

8. In no event shall the lessor enter into negotiations concerning the space leased with representatives of Federal agencies other than Contracting Officers and their designated representatives of the General Services Administration.

9. The total percentage of space occupied by the Government under the terms of the lease is equal to 100% percent of the total space available in the lessor's building, and will be used as the basis for computing the Government's pro-rata share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause. The percentage of occupancy is derived by dividing the total Government space of 7,599 rentable square feet by the total building space of 7,599 rentable square feet.

10. For purposes of determining the base rate for future adjustments to the operating cost the Government agrees that the base rate quoted on the "Lessor's Annual Cost Statement", (GSA Form 1217) dated, July 29, 2008 which is \$4.50 per ANSI/BOMA Office Area square foot is acceptable. This figure includes the Government's pro-rata share of operating costs. The Government retains the right to inspect and review the Lessor's records to verify the costs listed on the GSA Form 1217 and/or to require a certified audit report. The basis for annual operating costs escalations will be the revised U.S. All Cities Average Consumer Price Index for Wage Earners and Clerical Workers.

11. Lessor shall complete the building shell as defined in the lease and complete all alterations, improvements, and repairs required by this lease, and deliver the leased premises ready for occupancy by the Government within 120 calendar days from the date of notice to proceed with the construction of the tenant improvements. When Lessor has completed all such alterations, improvements, and repairs, Lessor shall promptly notify the Contracting Officer, who shall promptly cause the same to be inspected.

Upon the date of completion of such alterations, improvements, and repairs and inspection and acceptance by the Government, the term of this lease shall commence and shall continue for 10 consecutive calendar years. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.

Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 3.6 of the lease, "ANSI/BOMA Office Area Square Feet" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of:

**Years 1 through 5:**

**Total Rent \$26.66 per ANSI/BOMI office area square feet**

**Shell Rent \$13.46 per ANSI/BOMA Office Area Square Foot (BOAF),**

**Amortized annual cost per BOAF for Tenant Alteration Allowance\*:  
\$8.70 per BOAF.**

**Interest rate at which Tenant Alterations are amortized: 6%**

**Annual Cost of Services: \$4.50 per BOAF**

**Years 6 through 10:**

**Total Rent \$26.66 per ANSI/BOMI office area square feet (plus  
accrued CPI escalations)**

**Shell Rent\* \$22.16 per ANSI/BOMA Office Area Square Foot (BOAF),**

**Amortized annual cost per BOAF for Tenant Alteration Allowance:  
\$0.00 per BOAF.**

**Annual Cost of Services: \$4.50 per BOAF, plus accrued escalations per  
Paragraph 3.3, Operating Costs**

\*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$ 37.50 per ANSI/BOMA Office Area Square Foot, 6,557 BOAF x \$37.50 = \$245,887.50 which is included in the rent, using the 6.0 % amortization rate over the firm term of five (5) years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 6.0% amortization rate.

Lessor JFM Government SM Page 4 of 107

If the Government spends more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.

~~12. Common Area Factor~~

~~The Common Area Factor of this building for this Government lease that is applied to the ANSI/BOMA Office Area square feet to determine the rentable square feet is 1.1589~~

13. In accordance with Paragraph 7.3 of the lease, the additional cost to the Government for overtime use of Government leased space is \$25.00 per hour.

14. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove same if so desired. In the event such are not removed by the Government at the end of this lease term, or any extension thereof, title shall vest in the Lessor and all right of restoration waived.

15. Definitions:

- A. Where the word "Offeror" appears it shall be considered "Lessor"
- B. Where the word "should" appears it shall be considered to be "shall"
- C. Where the word(s) "Solicitation" or "Solicitation for Offers" appears it shall be considered to be "Lease"

Lessor  Government 

Page 5 of 107