

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

10/16/09

LEASE NO.

GS-03B-09395

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

Institute for Scientific Research, Inc.

whose address is

1000 Galliher Dr.  
Fairmont, WV 26554

and whose interest in the property hereinafter described is that of owner

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:

28,500 ANSI/BOMA Office Area square feet (BOAF) of space on the entire 4<sup>th</sup> floor in the I-79 Technology Park Research Center Building located at 1000 Galliher Drive, Fairmont, WV 26554-8826 with 13 reserved parking spaces and 178 available non-reserved parking spaces.

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 12 through See Rider Paragraph 12, 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 12

at the rate of See Rider Paragraph 12 per See Rider Paragraph 12 in arrears.

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

Institute for Scientific Research, Inc. 1000 Galliher Dr., Fairmont, WV 26554.

4. The Government may terminate this lease after the tenth (10) full year of occupancy by providing thirty (30) 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 five (5) years. The rate for the renewal option is \$17.19/rsf to shell rate plus \$11.64/rsf to operating rate with accrued escalations. The government may renew this lease provided notice is 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.

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-09395 consists of 56 pages.

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

- A. Rider to Lease No. GS-03B-09395 being Paragraphs 8 through 15
- B. Solicitation for Offers 8WV2042 (now lease GS-03B-09395)
- C. Amendments 1 & 2
- D. General Clauses (GSA Form 3517 rev 11/05)
- E. Representations and Certifications (GSA 3518 rev 1/07)
- F. Floorplan

\_\_\_\_\_ hereunto subscribed their names as of the date first above written.

LE

BY

IN

PRESIDENT & CEO  
(Signature)

1000 GALLIHER DR. FAIRMONT, WV 26554  
(Address)

UNITED STATES OF AMERICA GSA, PBS

BY

(Sig

Contracting Officer

(Official title)

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 18.67% 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.

10. Common Area Factor


The Common Area Factor of this building for this Government lease that is applied to the ABOA to determine the rentable square feet 18%.

11. For purposes of determining the base rate for future adjustments to the operating cost, the Government agrees that the base rate of \$13.73 per ABOA square foot, is acceptable. This figure includes the Government's pro-rata share of operating costs.

12. 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 fifteen (15) consecutive calendar years, ten (10) years firm term. 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 3.9 of the lease, "ANSI/BOMA Office Area Square Feet" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of:

Lessor  Government         BK         3

**Years 1 through 10:**

**Total Rent** \$35.36 per ABOA square feet

**Shell Rent** \$17.05 per ABOA

**Amortized annual cost per ABOA SF for Tenant Alteration Allowance\***: \$4.58 per ABOA.

Interest rate at which Tenant Alterations are amortized: 6%  
Lessor Tenant Alteration Overhead and Profit: 0%

**Annual Cost of Services**: \$13.73 per ABOA

**Years 11 through 15:**

**Total Rent** \$30.78 per ABOA square feet



**Shell Rent** \$17.05 per ABOA

**Amortized annual cost per ABOA SF for Tenant Alteration Allowance\***: \$0 per ABOA.

**Annual Cost of Services**: \$13.73 per ABOA (plus accrued escalations)

\*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$ 34.36 per ABOA, 28,500 ABOA x \$34.36 = \$979,260 which is included in the rent, using the 6 % amortization rate over the firm term of ten (10) 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% amortization rate.

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.

Lessor  Government 

RIDER TO LEASE GS-03B-09395

In accordance with Paragraph 7.3 "Overtime Usage", of the lease, the additional cost to the Government for overtime use of Government leased space is \$55 per hour.

13. 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.

14. 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

