

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

1/9/2012

LEASE NO.

GS-03B-12020

THIS LEASE, made and entered into this date by and between Charles W. Cook Properties, LLC

whose address is RTE 10
Pineville, WV 24874-0440

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:
9,407 Rentable Square Feet yielding approximately 8,180 ANSI/BOMA Office Area square feet and related space located on the 1st Floor, at the [REDACTED] Building, 1644 Pond Fork Road, Madison, West Virginia, 25130-9374, together with thirty (30) Surface parking spaces, as depicted on the site plan (Page 46).

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

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on See Lease Rider Paragraph thirteen (13) through See Lease Rider Paragraph thirteen (13), subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ See Lease Rider Paragraph thirteen (13) at the rate of See Lease Rider Paragraph thirteen (13) per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Charles W. Cook Properties, LLC
C/O Brenda J. Browning
PO Box 440
Pineville, WV 24874-0440

4. The Government may terminate this lease in whole or in part effective at any time after the fifth full year of occupancy by giving at least ninety (90) calendar 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:
~~{Number of Options} {Option Term} year period(s) at the annual rental of \$ _____ (\$ _____ per RSF square foot), plus accrued operating cost escalations~~

provided notice be given in writing to the Lessor at least _____ 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 (inclusive of the parking lot lighting), maintenance, operations, and other considerations as set forth in this lease.

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

A. Rider to Lease GS-03B-12020 (Pages 3-5)

B. Solicitation for Offers # 9WV2017, and Amendments #1 (Pages 6-39)

C. GSA Form 3517A, "General Clauses" version dated 07/08 (Pages 40-41)

D. GSA Form 3518, "Representations and Certifications" version dated 1/07 (Pages 42-45)

E. Site Plan (Page 46)

8. The following changes were made in this lease prior to its execution:

This lease contains forty-six (46) pages

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

LESSOR: CHARLES W. COOK PROPERTIES, LLC

BY

P.O. Box 440, Pinerville, WV 24874
(Address) *0440*

IN PRESENCE OF

P.O. Box 893, Pinerville, WV 24874
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE

BY

Contracting Officer
(Official title)

RIDER TO LEASE GS-03B-12020

9. 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.

10. 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 9,407 rentable square feet by the total building space of 9,407 rentable square feet.

11. For purposes of determining the base rate for future adjustments to the operating cost, the Government agrees that the base rate of \$4.01 per rentable square foot is acceptable. This figure includes the Government's pro-rata share of operating costs.

12. Notwithstanding any other provision of this agreement requiring the Government to give notice to exercise any option contained herein for extension of the lease for additional space in the facility, or for purchase of the facility, the lessor shall notify the Contracting Officer, in writing, at least thirty (30) calendar days and no more than sixty (60) calendar days prior to the time the option must be exercised. In the event the lessor fails to notify the Government, as required by this paragraph, the Government shall have the right to exercise the option at anytime prior to the expiration of the lease. If GSA exercises the option to renew the lease, said rental will be based on the amount of operating cost adjustments accrued up to date of renewal and calculation on the basis of the new adjusted base rate for services and utilities.

13. 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 ninety (90) 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 ten (10) consecutive calendar years. The

Lessor B4B Government CR

RIDER TO LEASE GS-03B-12020

commencement date shall be more particularly set forth by a Supplemental Lease Agreement.

Upon acceptance of the leased premises by the Government, rental shall be paid, in accordance with Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of:

Years 1 through 5:

The total annual rent of \$145,678.95 breaks down as follows:

Shell Rent: \$87,927.90 per year or \$9.35 per Rentable Square Foot,

Amortized annual cost for Tenant Improvements: \$18,085.00 per year

Amortized annual cost for Building Specific Security: \$1909.60 per year

Annual Cost of Services: \$37,756.45 per year or \$4.01 per Rentable Square Foot, plus accrued escalations per Paragraph 4.2, "Operating Costs"

Years 6 through 10:

Shell Rent \$97,334.90 per year or \$10.35 per Rentable Square Foot,

Annual Cost of Services: \$37,756.45 per year or \$4.01 per Rentable Square Foot, plus accrued escalations per Paragraph 4.2, "Operating Costs"

14. In accordance with Paragraph 4.5, "Overtime Usage", of the lease, the additional cost to the Government for overtime use of Government leased space is \$0.00 per hour.

15. In accordance with Paragraph 4.3, "Adjustment for Vacant Premises", of the lease, if the Government fails to occupy any portion of the lease premises or vacates the premises in whole or in part prior to expiration of the terms of the lease, the rental rate for the vacated portion of the space will be reduced by \$2.30 per ANSI/BOMA Office Area square foot.

4 of 46

Lessor BFB Government CR

RIDER TO LEASE GS-03B-12020

16. 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 BJB Government CR