

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

1. LEASE NUMBER  
GS-04B-61149

**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 4,284 rentable square feet of Office space located at 61 Triple Springs Road, Hendersonville, NC 28792-7812, for occupancy not later than July 1, 2011 or within sixty (60) working days after the Contracting Officer issues the Tenant Improvement Notice to Proceed for a term of TEN (10) years with FIVE (5) years firm. Rentable space must yield a minimum of 3,725 ANSI/BOMA square feet to a maximum of 3,911 ANSI/BOMA square feet office area (ABOA) for use by Tenant for personnel, furnishing, and equipment.

3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS January 17, 2011 (5:00pm EST).

**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 6<sup>th</sup> 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 7:00 a.m. to 5:00 p.m. EST 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 Sixty (60) working days after receipt of approved layout drawings and issuance of Notice to Proceed.
- 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 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 <u>min</u><br><u>quarterly</u>            | Space <u>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>5 years</u>   |  |
| <input checked="" type="checkbox"/> SNOW REMOVAL           | <input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP. | Frequency <u>min</u><br><u>annual</u>               |   |  |

6. OTHER REQUIREMENTS - See page 3 of this Form 3626 for additional requirements of this lease

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 265.1-1996 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**

1. NAME AND ADDRESS OF BUILDING (include ZIP Code)  Building 61 Triple Springs Road Hendersonville, NC 28792-7812	2. LOCATION(S) IN BUILDING	
	a. FLOOR(S) 1	b. ROOM NUMBER(S)
	c. SQ. FT. Refer to Form 3626, page 3, #2.	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE              Bathrooms

**B. TERM**

3. To have and to hold, for the term commencing July 1, 2011 and continuing through June 30, 2021 inclusive. The Government may terminate this lease in whole or in part at any time on or after June 30, 2016, by giving at least SIXTY (60) days 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.

5. AMOUNT OF ANNUAL RENT Refer to Form 3626, page 3, #1	7. HVAC OVERTIME RATE PER HOUR \$ 12.00 / hour	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO (Name and Address) Albea-Williams LLC 38 Southern Vision Drive Hendersonville, NC 28972-7934
6. RATE PER MONTH Refer to Form 3626, page 3, #1		

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.)

Albea-William, LLC Robert D Williams, Authorized Agent  
135 Sugarloaf Road, Hendersonville, NC 28792

9b. TELEPHONE NUMBER OF OWNER	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)
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11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print) Robert D. Williams	11b. TITLE OF PERSON SIGNING Owner
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11c. DATE 7-15-2011
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*(Completed by Government)*

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3626, (b) GSA FORM 3518 - Representations and Certifications, (c) GSA FORM 3517c - Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

Refer to Form 3626, page 3, #3.

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

12. NAME OF CONTRACTING OFFICER (Type or Print) Robert E Scott	13. DATE 08/11/2011
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**PAGE 3 TO GSA FORM 3626**  
**U.S. GOVERNMENT LEASE FOR REAL PROPERTY (Short Form)**  
**OFFER DETAILS**  
**LEASE NO. GS-04B-61149 Hendersonville, NC**

1. A total of 4,284 rsf rented plus 900 rsf free of rent equals 5,184 total rentable square feet of office and related space, which yields 3,911 ABOA rented plus 1,074 ABOA free of rent equals 4,985 total ABOA square feet of office and related to be located at 61 Triple Springs Road, Hendersonville, Henderson County, NC 28792-7812, along with one (1) reserved parking space (and twenty three (23) general surface parking spaces.
2. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

<u>Term</u>	<u>Annual Rent</u>	<u>Rate per RSF</u>	<u>Rate per OASF</u>	<u>Monthly</u>
Firm Term YEARS 1-5:	\$104,722.22	\$24.4450	\$26.7763	\$8,726.85
Remaining Term YEARS 6-10:	\$73,292.96	\$17.1085	\$18.7402	\$6,107.75

For the firm term, the Government's annual rental payment of **\$104,772.22 (\$24.4450, per RSF)** includes: annual shell rent of **\$53,292.95 (\$12.6309 per RSF)**, annual TI amortization of **\$31,429.26 (\$7.3364 per RSF)**, and annual operating rent of **\$20,000 (\$4.6685 per RSF)**. Note: there is no additional charge for parking;

For the remaining term, the Government's annual rental payment of **\$73,292.96 (\$17.1085 per RSF)** includes: annual shell rent of **\$53,292.96 (\$12.6309 per RSF)**, and annual operating rent of **\$20,000 (\$4.6685 per RSF)**. Note: there is no additional charge for parking.

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

**Albea-Williams LLC**  
**38 Southern Vision Drive**  
**Hendersonville, NC 28972-77934**

3. The following documents attached are hereby made a part of this lease contract:
  - Attachment 1 – Minimum Lease Security Standards
  - Attachment 2 - Supplemental Lease Requirements
  - Attachment 3 – Build Out Requirements
  - Attachment 4 - Energy Star Attachment – Simplified Lease
  - GSA Form 3516 - Solicitation Provisions

LEASE NO. GS-04B-61149  
 DATE: 11/11/11

INITIALS: LESSOR \_\_\_\_\_ GOV'T \_\_\_\_\_

*[Handwritten Signature]*  
*[Handwritten Signature]*

- GSA Form 3517C - General Clauses
- GSA Form 3518A - Representations and Certifications
- GSA Form 12000 - Prelease Fire Protection and Life Safety (Low Rise)
- Pre-Lease Building Security Form
- Seismic Certification - Existing Building
- Disclosure of Contractor Access to Offeror's Proprietary Information
- Commission Agreement

3. 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 \$ **\$3.50** per ANSI BOMA Office Area (Useable) square foot per annum.

4. In accordance with Attachment #2, Supplemental Lease Requirements, Paragraph 1.7, *Tax Adjustment*, the percentage of Government occupancy is established at 100.00% of entire building.

5. In accordance with Attachment #2, Supplemental Lease Requirements, Paragraph 1.6, *Operating Costs*, the escalation base is established as \$20,000.00 per annum (\$4.6685 per rsf, \$5.1138 per ABOA sf).

6. In accordance with Attachment #2, Supplemental Lease Requirements, Paragraph 1.13, *Adjustment for Vacant Premises*, the adjustment is established as \$3.50 per ABOA for vacant space (rent reduction) or \$13,688.50 per annum.

7. In accordance with Attachment #2, Supplemental Lease Requirements, Paragraph 1.1C, the *Common Area Factor* is hereby established as 1.0953%

8. The tenant build-out shall conform to the specifications incorporated into Lease as attached hereto, and are to be provided by the Lessor as part of the total rental payment. The tenant build-out costs of \$132,270.02 are amortized for a period of 60 months at 7.00%. Tenant improvement rental adjustments shall be made in accordance with Attachment No. 2, Supplemental Lease Requirements.

9. Overtime rates shall not be paid during normal building hours of operation as identified on Page 1 of 2, Section B., of the GSA Form 3626.

10. In accordance with Attachment #2, Supplemental Lease Requirements Paragraph 1.4, AmeriVet Real Estate Services Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and AmeriVet Real Estate Services Inc. have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's


occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Attachment #2, Supplemental Lease Requirements, Paragraph 1.4, only [REDACTED], which is [REDACTED] of the Commission, will be payable to AmeriVet Real Estate Services Inc. when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing 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 until the credit has been fully recaptured.

11. A GSA Real Estate Commission Rental Credit in the amount of [REDACTED] shall be applied to the initial Two (2) months of shell rent as follows:

Month	Shell Rent	Rent Credit	Operating Rent	Tenant Improvement	Total Monthly Rent
1	\$4,441.07	[REDACTED]	\$1,666.65	\$2,619.09	\$4,537.92
2	\$4,441.07	[REDACTED]	\$1,666.65	\$2,619.09	\$4,537.93

12. All questions pertaining to this Lease shall be referred to the Contracting Officer of the General Services Administration (GSA) or their designee. 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 authorized in writing by Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to: repairs, alterations and overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.

LE# GS-04B-61149  
1/16/2011

INITIALS: LESSOR  GOV'T 