

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

**AUG - 4 2011**

LEASE NO.

**GS-03B-11350**

BLDG. NO.

**WV0234**

THIS LEASE, made and entered into this date by and between **BICKEY, DANIEL AND CYNTHIA**

whose address is



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:

17,253 Rentable Square Feet yielding approximately 15,002 ANSI/BOMA Office Area square feet and related space located on the 1<sup>st</sup> Floor of the Beckley Finance Center Annex, 220 North Kanawha Street, Beckley, WV 25801-4717, together with seventy-five (75) free surface parking spaces to accommodate employees and visitors.

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 August 2, 2011 through August 1, 2021, 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 12) at the rate of (see Lease Rider Paragraph 12) per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

DANIEL AND CYNTHIA BICKEY



4. The Government may terminate this lease in whole or in part at any time effective after the fifth (5<sup>th</sup>) full year of occupancy by giving at least ninety (90) days' prior 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 rental:

One (1) renewal option for an additional five (5) year(s) period at a rate of \$12.71 per Rentable Square Foot (RSF), at year 11, plus accrued operating cost escalations.

provided notice be given in writing to the Lessor at least one hundred eighty (180) 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. In accordance with Paragraph 3.2.A of the Lease, "Tenant Improvements Included in Offer" and as enumerated in Section 11 of the Lease and the Final Proposal Letter (dated July 14, 2011), the Lessor shall provide the following during the Lease Term:

- a. Upon award, and as a condition of the award, the Lessor agrees to refinish the entire existing roof in order to ensure its quality for the life of the lease term. In addition, the Lessor guarantees the roof will not have recurring leaks, and, in the event a leak is identified, it shall be repaired in a timely manner.
- b. New paint and new carpeting throughout the entire IRS premises.
- c. Security improvements to include: (1) Removal of electric door strike for door providing access from front common area hallway, (2) Install magnetic lock, (3) Connect to activate fire alarm system, and (4) Install a second electronic access card reader to the common area hallway (public) side of the door.

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Lessor Gov't.

C. In accordance with Paragraph 2.3 of the Lease, "Broker Commission and Commission Credit", the Lessor and Jones Lang LaSalle (the Broker) have agreed to a cooperating lease commission of [REDACTED] based on Aggregate Lease Value over the firm term. The total amount of this commission is [REDACTED] (Gross Commission). For the benefit of the Government, and in accordance with terms of the GSA National Broker Contract, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit, i.e., [REDACTED] (Net Commission), to the Broker in two (2) installments, fifty percent (50%) upon receipt of invoice following lease execution, and the remaining fifty percent (50%) upon receipt of invoice following alterations and refurbishment listed in Paragraph 6B above. The Lessor shall pay the Broker no additional commissions associated with this lease transaction.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully capture this Commission Credit. The reduction in shell rent shall commence with the first month's rental payment and continue as indicated in this schedule for adjusted monthly rent:

First (1<sup>st</sup>) Month's Rental Payment of \$28,788.57 (which includes \$18,961.79 Shell) minus [REDACTED] Commission Credit equals [REDACTED].

After one (1) month, the full Commission Credit is captured and regular monthly payments of \$28,788.57 will ensue in the second (2<sup>nd</sup>) month of the base year.

7. The following are attached and made a part hereof:
- A. Rider to Lease No. GS-03B-11350 (2 pages)
  - B. Solicitation for Offers # 9WV2014 and Special Requirements (52 pages)
  - C. SFO Amendment No. 1 to cover [REDACTED] Green Lease Submittals and Energy Efficiency (5 pages)
  - D. GSA Form 3517B, "General Clauses" version dated 07/08 (33 pages)
  - E. GSA Form 3518, "Representations and Certifications" version dated 01/07 (7 pages)
  - F. Exhibit A - Beckley Finance Center Annex - Floor Plan (1 page + cover page)
  - G. Exhibit B - Beckley Finance Center Annex - Parking Plan (1 page + cover page)

This lease contains 103 pages.

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

LESSOR  
BICKEY, DANIEL AND CYNTHIA

BY \_\_\_\_\_  
BY \_\_\_\_\_  
[REDACTED SIGNATURE]

Daniel and Cynthia Bickey, Owners

IN PRESENCE OF:  
[REDACTED SIGNATURE]

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE

BY \_\_\_\_\_  
[REDACTED SIGNATURE]

Contracting Officer  
(Official title)

RIDER TO LEASE GS-03B-11350

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. In accordance with Paragraph 4.2.B.9, the total percentage of space occupied by the Government under the terms of the lease is equal to **60%** 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 **17,253** Rentable Square Feet by the total building space of **28,760** Rentable Square Feet.
10. For purposes of determining the base rate for future adjustments to the operating costs, the Government agrees that the base rate of **\$7.80** per ANSI/BOMA Office Area (ABOA) square foot is acceptable. This figure includes the Government's pro-rata share of operating costs.
11. 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 any time 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.
12. Lessor shall complete all refurbishment, improvements, and repairs required by this lease within **one hundred twenty (120) calendar** days following the full execution of the Lease. When Lessor has completed all such upgrades, improvements, and repairs, Lessor shall promptly notify the Contracting Officer, who shall promptly cause the same to be inspected.

Rental shall be paid, in accordance with Paragraph 4.1 of the lease, "Measurement of Space" and Paragraph 27 of the General Clauses, GSA Form 3517, "Payment" at the rate of:

**Years 1 through 5:**

**Total Annual Rent: \$345,462.89** per year

**Shell Rent: \$227,541.47** per year

**Amortized annual cost for Building-Specific Security: \$905.82** per year

**Interest rate at which Building-Specific Security is amortized: five percent (5%)**

**Annual Cost of Services: \$117,015.60** per year or **\$7.80** per ANSI/BOMA Office Area Square Foot, plus accrued escalations per SFO Paragraph 4.3, "Operating Costs"

**Years 6 through 10:**

**Total Annual Rent: \$311,891.58** per year

**Shell Rent: \$194,875.98** per year\*

**Annual Cost of Services: \$117,015.60** per year or **\$7.80** per ANSI/BOMA Office Area Square Foot, plus accrued escalations per SFO Paragraph 4.3, "Operating Costs"

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\*The Shell Rent shall be adjusted downward following the end of the fifth (5<sup>th</sup>) year to reflect elimination of rent increments to cover costs of repairs, upgrades, and the broker commission.

13. In accordance with SFO Paragraph 4.6, "Overtime Usage", of the lease, the additional cost to the Government for overtime use of Government leased space is \$0.00 per hour.

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"

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