

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

September 17, 2010

LEASE NO.

GS-03B-09487

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

Blue Eagle Partnership, LLC
whose address is **1502 Williamson Road NE**
Roanoke, VA 24012-5100

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

47,060 rentable square feet (RSF) yielding approximately 42,720 ANSI/BOMA Office Area (ABOA) square feet
and related space located on the first and second floors, at the

Stone Print Building
116 N. Jefferson Street
Roanoke, VA, 24016-1928

together with fifty-seven (57) surface parking spaces, 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 11 through See Lease 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 Lease Rider Paragraph 11 at the rate of See Lease Rider Paragraph 11 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to

Blue Eagle Partnership, LLC
1502 Williamson Road NE
Roanoke, VA 24012-5100

4. The Government may terminate this lease in whole or in part effective at any time after the second (2nd) full year of occupancy by giving at least ninety (90) 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. 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.

INITIALS:

 & 

LESSOR

GOVT

LEASE NO. GS-03B-09487

Page 1 of 105

6. The following are attached and made a part hereof:
- A. Rider to Lease **GS-03B-09487**
 - B. Solicitation for Offers # **9VA2363**, and Amendments #1-3
 - C. GSA Form 3517, "General Clauses"
 - D. GSA Form 3518, "Representations and Certifications"
 - E. Floor Plans Exhibit A

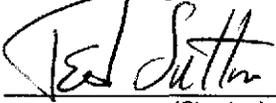
7. The following changes were made in this lease prior to its execution:

- A. The following paragraphs were deleted in their entirety from the Solicitation for Offers #9VA2363
1.3, 1.6, 1.7, 1.9, 2.4, 3.1
- B. The following paragraphs were deleted in part and/or amended in the Solicitation for Offers #9VA2363
3.5.A, 3.6.A

This lease contains 105 pages

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

LESSOR **Blue Eagle Partnership, LLC**

BY  Ted Sutter, MEMBER
(Signature)

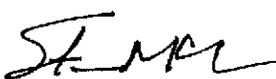
(Signature)

IN PRESENCE OF:

 Charles R. Hurd
(Signature)

[REDACTED]
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE

BY 
(Signature)

Contracting Officer
(Official title)

SCANNED

RIDER TO LEASE GS-03B-09487

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 47,060 rentable square feet by the total building space of 47,060 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 of \$4.80 per ANSI/BOMA Office Area (ABOA) square foot is acceptable. This figure includes the Government's pro-rata share of operating costs.
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 sixty (60) working 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 four (4) 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 4.1 of the lease, "Measurement of Space" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of:

INITIALS: JS & SAM
LESSOR GOVT

Years 1 through 2:

Shell Rent: \$815,549.80 per year or

Amortized annual cost for Building Specific Security: \$14,588.60 per year

Annual Cost of Services: \$205,181.60 per year, plus accrued escalations per Paragraph 4.3, "Operating Costs"

Years 3 through 4:

Shell Rent: \$830,138.40 per year

Annual Cost of Services: \$205,181.60 per year, plus accrued escalations per Paragraph 4.3, "Operating Costs"

All rights, responsibilities, and obligations that bind the Lessor and Government under this lease agreement, including the General Clauses, and any other attachments hereto, shall pertain to the entire space under lease, including the free space.

12. In accordance with Paragraph 3.4, "GSA Forms and Pricing Information" and Paragraph 5.3, "Tenant Improvements Pricing Requirements" of the Lease, the Lessor's Tenant Improvement Fees are established as follows:

- 1) General Conditions charged by the Lessor's General Contractor for Tenant Improvements requested by the Government is 7% of Total Tenant Improvement Construction Costs.
- 2) General Contractor's fee charged by the Lessor for Tenant Improvements requested by the Government is 7% of Total Tenant Improvement Construction Costs.
- 3) Architectural/Engineering fees charged by the Lessor for Tenant Improvements requested by the Government are 5% of Total Tenant Improvement Construction Costs.

INITIALS:

JS

&

SAM

LESSOR

GOVT

RIDER TO LEASE GS-03B-09487

- 4) Project Management fees charged by the Lessor for Tenant Improvements requested by the Government is 0% of Total Tenant Improvement Construction Costs.
13. In accordance with Paragraph 4.6, "Overtime Usage", of the lease, the additional cost to the Government for overtime HVAC services is \$25 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"

INITIALS:

TS

&

SAM

LESSOR

GOV'T