

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

4-27-09

LEASE NO.

GS-03B-09301

THIS LEASE, made and entered into this date by and between
Market Center, Inc

whose address is:

Riley Building
53 14th Street
P.O. Box 63
Wheeling, WV 26003-0008

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:

2,025 ANSI/BOMA square feet (2,328 Rentable square feet) of office space on the 4th floor and 6 on site reserved parking spaces located at the Riley Building, 53 14th Street, Wheeling, WV 26003-0008

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 Lease Rider paragraph 13) through (See Lease Rider paragraph 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 14) at the rate of (See Lease Rider
paragraph 14) in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Market Center, Inc
53 14th St
Wheeling, WV 26003-0008

4. The Government may terminate this lease in whole or in part at any time after the fifth (5th) full year by giving at least Ninety
Days (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. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

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~~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 and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, 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 to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease 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 as indicated in this schedule for adjusted Monthly Rent:

First Month's Shell Rental Payment \$1,883.74 $(\$9.71 \times 2,328 \text{ RSF}/12)$ minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Shell Rent

Second Month's Shell Rental Payment \$1,883.74 $(\$9.71 \times 2,328 \text{ RSF}/12)$ minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Shell Month's Rent

Third Month's Shell Rental Payment \$1,883.74 shall commence in full.

7. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

A. All service, maintenance, utilities and other considerations as may be hereinafter set forth.

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

- A. Standard Form 2
- B. Rider to Lease GS-03B-09301
- C. SFO Number 5WV0050
- D. GSA Form 1217, Lessor's Annual Cost Statement
- E. GSA Form 3517B, General Clauses
- F. GSA Form 3518, Representations and Certifications
- G. Floor Plan dated July 7, 2008

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

None

10. This Lease contains 115 pages. -

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

LESSOR **Market Center, Inc.**

BY [REDACTED]

(Signature)

IN PRESENCE OF [REDACTED]

[REDACTED]

(Address)

UNITED STATES OF AMERICA **GENERAL SERVICES ADMINISTRATION**

BY [REDACTED]

Contracting Officer
(Official title)

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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 7.7% 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 2,328 rentable square feet by the total building space of 30,426 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 quoted on the "Lessor's Annual Cost Statement", (GSA Form 1217) dated August 29, 2008, which is \$7.06 per Rentable square foot is acceptable. This figure includes the Government's pro-rata share of operating costs. The Government retains the right to inspect and review the Lessor's records to verify the costs listed on the GSA Form 1217 and/or to require a certified audit report. The basis for annual operating costs escalations will be the revised U.S. All Cities Average Consumer Price Index for Wage Earners and Clerical Workers.

~~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 30 days and no more than 60 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 one hundred twenty (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 signed acceptance by the Government, the term of this lease shall commence and shall continue for ten (10) consecutive calendar years. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.

Lessor AKJ Government JS

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14. Upon signed acceptance of the leased premises by the Government, the same shall be measured and rent shall be paid, in accordance with Paragraph 3.8 of the Solicitation for Offer, "ANSI/BOMA Office Area Square Feet" and Paragraph 26 General Clauses, GSA Form 3517, "Payment" at the rate of: \$29.90 per ANSI/BOMA Office Area Square Foot (BOAF) consisting of shell, operating, and tenant improvement costs as outlined:

Years 1 through 5:

	<u>RSF Rate</u>	<u>ANSI/BOMA Rate</u>
Shell Rent	\$9.71	\$11.17
TIA	\$9.23	\$10.61
OPEX	<u>\$7.06</u>	<u>\$8.12 **</u>
	\$26.01	\$29.90

Interest rate at which Tenant Alterations are amortized: 7.00%

****plus accrued escalations per Paragraphs 3.5 and 3.6 of the Solicitation for Offer, Operating Costs**

Years 6 through 10:

	<u>RSF Rate</u>	<u>ANSI/BOMA Rate</u>
Shell Rent	\$9.71	\$11.17
TIA	\$0.00	\$0.00
OPEX	<u>\$7.06</u>	<u>\$8.12**</u>
	\$16.77	\$19.29

****plus accrued escalations per Paragraphs 3.5 and 3.6 of the Solicitation for Offer, Operating Costs**

The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$44.67 per ANSI / BOMA, (2,025 ANSI / BOMA x \$44.67 = \$90,456.75) which is included in the rent, using the 7.00% amortization rate over the firm term of five (5) years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 7.00% amortization rate.

Lessor AWR Government [Signature]

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Overhead and profit charged by the Lessor for the Tenant Improvements requested by the Government is 0%.

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.

15. The Government may terminate this lease in whole or in part at any time after the fifth (5th) full year of occupancy upon ninety (90) days written notice 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.

16. Common Area Factor

The Common Area Factor of this building for this Government lease that is applied to the ANSI/BOMA Office Area square feet to determine the rentable square feet for this letter of acceptance is 1.149.

17. Within forty-five (45) calendar days after occupancy, Lessor must submit Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease and identifying entrances, exits, stairs, windows, partitions, closets, etc.

18. In accordance with Paragraph 7.3 of the lease, the additional cost to the Government for overtime use of Government leased space for HVAC services is \$0.00 per hour.

19. 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.

20. 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 *[Signature]* Government *[Signature]*