

LEASE NO. GS-03P-LWV12174

Standard Lease
GSA FORM L201C (September 2014)

This Lease is made and entered into between

The Meg Rental Company

(Lessor), whose principal place of business is 334 Old Grandview Rd, Beaver, West Virginia 25813-9085 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

4750 Appalachian Highway, Pineville, West Virginia 24874-0000

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning either upon March 15, 2016 or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of

2 Years, 1 Year Firm, with three

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE

Name: [Redacted]
Title: President
Entry Name: The Meg Rental Corp.
Date: 11-24-14

FOR

Name: [Redacted]
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 11/25/14

Title: [Redacted]
Date: 11/24/14

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and Assigned the OMB Control No. 3090-0153.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: 19,550 rentable square feet (RSF), yielding 17,000 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space and an additional 8,098 RSF, yielding 7,041 ABOA SF of free space (for which the Government will not be charged rent, including real estate taxes and operating cost escalations) in excess of the total 19,550 RSF/17,000 ABOA SF indicated above, for a total of 27,648 RSF (yielding 24,041 ABOA SF), located on the 1st floor of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A. 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.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.15 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, including the toilet rooms, except where specifications or standards are contained elsewhere in this lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS Compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of the existing premises shall not relieve the lessor of continuing obligations of cleaning, janitorial, maintenance, repair, as set forth in the Lease Paragraph and General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 60 parking spaces are reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and 60 shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Intentionally Deleted

1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

A. The Government shall pay the Lessor annual rent, payable in monthly instalments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$382,202.50	\$382,202.50
TENANT IMPROVEMENTS RENT ²	\$-XXX,XXX.XX	\$0.00
OPERATING COSTS ³	\$ 116,322.50	\$ 116,322.50
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$-XXX,XXX.XX	\$0.00
PARKING ⁵	INCLUDED IN SHELL RENT	INCLUDED IN SHELL RENT
TOTAL ANNUAL RENT	\$498,525.00	\$498,525.00

¹Shell rent calculation:
 (Firm Term) \$19.55 per RSF multiplied by 19,550 RSF
 (Non Firm Term) \$19.55 per RSF multiplied by 19,550 RSF
²The Tenant Improvement Allowance of \$XX is amortized at a rate of X percent per annum over XX years.
³Operating Costs rent calculation: \$5.95 per RSF multiplied by 19,550 RSF
⁴Building Specific Amortized Capital (BSAC) of \$XX are amortized at a rate of X percent per annum over XX years
⁵Parking costs described under sub-paragraph H below

LESSOR:  GOVERNMENT: 

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 17,000 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Intentionally Deleted

D. Intentionally Deleted

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)~~ INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after March 15, 2016, by providing not less than 60 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 RENEWAL RIGHTS (SEP 2013)

This Lease may be renewed at the option of the Government for a term of [REDACTED] at the following rental rate(s):

	OPTION TERM, YEARS [REDACTED]	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	[REDACTED]	[REDACTED]
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least 60 days before the end of the original Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	2	
SECURITY REQUIREMENTS	4	
GSA FORM 3517B GENERAL CLAUSES	47	
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	
LEASE AMENDMENT(S) ISSUED UNDER RLP AMENDMENT No. 1	1	

- 1.08 ~~TENANT IMPROVEMENT ALLOWANCE (AUG 2011)~~ INTENTIONALLY DELETED
- 1.09 ~~TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2013)~~ INTENTIONALLY DELETED
- 1.10 ~~TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)~~ INTENTIONALLY DELETED
- 1.11 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)~~ INTENTIONALLY DELETED
- 1.12 ~~BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)~~ INTENTIONALLY DELETED
- 1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 70.7 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 19,550 RSF by the total Building space of 27,648 RSF.

- 1.14 ~~REAL ESTATE TAX BASE (SEP 2013)~~ INTENTIONALLY DELETED
- 1.15 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$5.95 per RSF.

- 1.16 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$0.00 per ABOA SF of Space vacated by the Government.

- 1.17 ~~HOURLY OVERTIME HVAC RATES (AUG 2011)~~ INTENTIONALLY DELETED
- 1.18 ~~24-HOUR HVAC REQUIREMENT (SEP 2014)~~ INTENTIONALLY DELETED
- 1.19 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

- A. A Certificate of Occupancy must be provided to the Government prior to occupancy.
- B. The existing Fire Alarm and sprinklers must be operational prior to occupancy.

- 1.20 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.