

**LEASE NO. GS-03B-12023**

Succeeding/Superseding Lease  
GSA FORM L202 (September 2011)

This Lease is made and entered into between

**Altmyer Family Investment Company Limited Partnership**

("the Lessor"), whose principal place of business is 1400 Eoff Street, Wheeling, WV 26003-3526 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the 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:

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

**The Valley Building, 1200 Eoff Street, Wheeling, WV 26003-3321**

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.

**LEASE TERM**

To Have and To Hold the said Premises with their appurtenances for the term beginning June 1, 2013 and continuing through May 31, 2023,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

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.

[Redacted Signature]

Name: \_\_\_\_\_  
Title: General Partner  
Entity Name: Altmyer Family Investment Company  
Date: 11/5/12

**FOR THE GOVERNMENT:**

[Redacted Signature]

Name: Brian Brophy  
Title: Lease Contracting Officer  
General Services Administration, Public Buildings Service  
Date: 11/21/2012

[Redacted Signature]

Name: \_\_\_\_\_  
Title: Notary Public  
Date: 11/5/12

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**SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**

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**1.01 THE PREMISES (SUCCEEDING) (SEPT 2011)**

Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this lease. These exceptions include, but are not limited to, security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the lease paragraphs and attached General Clauses. No changes to the existing conditions of the leased premises shall be made throughout the term of the lease without direction from the Contracting Officer.

The Premises are described as follows:

Office and Related Space: 2,263 rentable square feet (RSF), yielding 1,968 ANSI/BOMA Office Area (ABOA) square feet of warehouse space located on the 1st floor of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

**1.02 EXPRESS APPURTENANT RIGHTS (SEPT 2011)**

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

**1.03 RENT AND OTHER CONSIDERATION (SUCCEEDING) (SEPT 2011)**

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

	Annual Shell Rent	Total Annual Rent
Year 1	\$11,947.92	\$11,947.92
Year 2	\$12,306.36	\$12,306.36
Year 3	\$12,675.55	\$12,675.55
Year 4	\$13,055.81	\$13,055.81
Year 5	\$13,447.49	\$13,447.49
Year 6	\$13,850.91	\$13,850.91
Year 7	\$14,266.44	\$14,266.44
Year 8	\$14,694.43	\$14,694.43
Year 9	\$15,135.27	\$15,135.27
Year 10	\$15,589.33	\$15,589.33

B. 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.

C. Rent shall be paid to the 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.

D. The 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 "Paragraph 1.01 The Premises" created herein;
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
4. 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 TERMINATION RIGHTS (SUCCEEDING) (SEPT 2011)**

The Government may terminate this Lease, in whole or in parts, at any time effective after May 31, 2018 by providing not less than ninety (90) calendar 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.

**1.05 DOCUMENTS INCORPORATED BY REFERENCE (SEPT 2011)**

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES
RLP AMENDMENT #1	1
GSA FORM 3517B GENERAL CLAUSES	48
GSA FORM 3518A, REPRESENTATIONS AND CERTIFICATIONS	4
EXHIBIT A: FLOOR PLAN	1

**1.06 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (SEPT 2011)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 20 percent. The percentage of occupancy is derived by dividing the total Government space of 2,263 RSF by the total building space of 11,315 rentable square feet.

**1.07 ADDITIONAL BUILDING IMPROVEMENTS (SEPT 2011)**

The Lessor shall be required to complete the following additional building improvements, as part of the Shell rental consideration, within 60 calendar days of the lease effective date:

A. Installation of two (2) telephone outlets in accordance with the following lease paragraphs:

3.30 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SUCCEEDING) (SEPT 2011)

3.31 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

3.32 ELECTRICAL: DISTRIBUTION (SUCCEEDING) (SEPT 2011)

8. Energy efficient light bulbs shall be furnished and installed.