



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

**1.01 THE PREMISES (WAREHOUSE) (MAY 2014)**

The Premises are described as follows:

- A. Warehouse and Related Space: 1,595 rentable square feet yielding 1,595 ANSI/BOMA Office Area (ABOA) square feet and 1,595 (SF) of warehouse Space as depicted on the floor plan(s) attached hereto as Exhibit ~~B~~ *A*.
- B. Common Area Factor: The Common Area Factor (CAF) is established as 0.0 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.

**1.02 EXPRESS APPURTENANT RIGHTS (WAREHOUSE) (MAY 2014)**

The Government shall have exclusive or non-exclusive (as identified) 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. INTENTIONALLY DELETED
- B. INTENTIONALLY DELETED
- C. INTENTIONALLY DELETED
- D. INTENTIONALLY DELETED
- E. INTENTIONALLY DELETED
- F. Loading Docks. See "LOADING DOCKS SHELL WAREHOUSE" paragraph in Section 3 of this Lease.

**1.03 TRUCK TURNING RADIUS REQUIREMENTS (WAREHOUSE) (MAY 2014) INTENTIONALLY DELETED**

**1.04 CLEAR CEILING HEIGHT REQUIREMENTS (WAREHOUSE) (MAY 2014)**

A minimum of 1,595 ABOA SF must have a clear ceiling height no less than current conditions, measured from floor to the lowest obstruction, with the balance of the space maintaining a clear ceiling height of a minimum of 8 feet. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided.

**1.05 INTENTIONALLY DELETED**

**1.06 RENT AND OTHER CONSIDERATION (MAY 2014)**

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

	FIRM TERM	NON FIRM TERM
	8/1/2015 – 7/31/2018	8/1/2018 – 7/31/2025
	ANNUAL RENT	ANNUAL RENT
SHELL AND OPERATING RENT <sup>(1)</sup>	\$17,580	\$20,520
TOTAL ANNUAL RENT	\$17,580	\$20,520

(1) Rent includes 17,350 square feet of wareyard and any parking.

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 1,595 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. INTENTIONALLY DELETED 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 the Lessor by electronic funds transfer in accordance with the "Payment By Electronic Funds Transfer—Central Contractor Registration" paragraph in Section 6 "Additional Terms and Conditions" hereinafter. 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. 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 herein 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 (with the exclusion of **gas and electricity**), maintenance required for the proper operation of the Property, the Building, and the Leased 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. The Government shall be responsible for contracting for and paying the cost of **gas and electricity** directly to the utility provider. **The Lessor shall ensure that such utilities are separately metered.** The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the LCO, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

H. INTENTIONALLY DELETED

1.07 INTENTIONALLY DELETED

1.08 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 90 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.

1.09 RENEWAL RIGHTS (SEP 2013)

This Lease may be renewed up to two (2) times at the option of the Government for a term of **1** YEARS each.:

Provided notice is given to the Lessor at least 90 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.

1.10 DOCUMENTS INCORPORATED IN THE LEASE (WAREHOUSE) (MAY 2014)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
SITE PLAN(S)	1	B
GSA FORM 3517B GENERAL CLAUSES	46	C
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	D

1.11 INTENTIONALLY DELETED

1.12 INTENTIONALLY DELETED

1.13 INTENTIONALLY DELETED

1.14 INTENTIONALLY DELETED

1.15 INTENTIONALLY DELETED