

LEASE NO. GS-04B-62632

Streamlined Lease
GSA FORM L201B (October 2012)

This Lease is made and entered into between

Lessor's Name **MCM HUNTSVILLE FINANCE COMPANY, LLC**

(Lessor), whose principal place of business is 2100 Liberty Building, 424 Main Street Buffalo, NY 14202-3620, 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

106 Wynn Drive NW Huntsville, AL 35805-1924

and more fully described in Section 1 and Exhibit A1, 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 **JULY 1st, 2013** and continuing for a period of

10 Years, 3 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth.

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 LESSOR:

[Redacted Signature]

Title: Vice President

Entity Name: MCM Huntsville Finance Company LLC

Date: June 5, 2013

FOR THE GOVERNMENT:

[Redacted Signature]

Name: Janell M. Payne

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 6/14/2013



[Redacted Signature]

Name: Linda M. Hybicki

Title: Treasurer

Date: June 5, 2013

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. 3090-0163.

LESSOR:  GOVERNMENT: 

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

Unless otherwise noted, the Government accepts the Premises and Tenant Improvements in their existing condition, 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 existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

A. **Office and Related Space:** 128,042 rentable square feet (RSF), yielding 108,016 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st floor (Main Bldg) and the 1st & 2nd floors (Annex Bldg), as depicted on the floor plan(s) attached hereto as Exhibit A1 (for reference purposes, the space is identified as Blocks A,B and C respectively).

B. **Common Area Factor:** The Common Area Factor (CAF) is established as 1.1853984 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 (JUN 2012)

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:** 500 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 500 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. **Antennas, Satellite Dishes, and Related Transmission Devices:** Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all Building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

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

	7/1/2013-6/30/2016	7/1/2016-6/30/2023
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$1,984,651.00	\$2,176,714.00
TENANT IMPROVEMENTS RENT ²	\$ 0.00	\$0.00
OPERATING COSTS ³	\$ 714,474.36	\$ 714,474.36
PARKING ⁴	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$2,699,125.36	\$2,891,188.36

¹Shell rent (Firm Term) calculation: \$15.50 per RSF multiplied by 128,042 RSF
 Shell rent (Non Firm Term) calculation: \$17.00 per RSF multiplied by 128,042 RSF

²The Tenant Improvement Allowance of \$0 is amortized at a rate of 0 percent per annum over 0 years.

³Operating Costs rent calculation: \$5.58 per RSF multiplied by 128,042 RSF

⁴Parking costs described under sub-paragraph G below

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 108,016 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. THIS SUB-PARAGRAPH WAS INTENTIONALLY DELETED

D. THIS SUB-PARAGRAPH WAS 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). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

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.

H. Parking shall be provided at a rate of \$0 per parking space per month (Surface).

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 the Firm Term of this Lease, by providing not less than 120 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. Partial lease termination shall be agreed upon, by both the Lessor and the Government, as to enable the Lessor a reasonable chance to (re)market the released space.

1.06 ~~RENEWAL RIGHTS (AUG 2014) INTENTIONALLY DELETED~~

1.07 ~~DOCUMENTS INCORPORATED IN THE LEASE (SEP 2012)~~

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)		A1
GSA FORM 3517B GENERAL CLAUSES		B
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS		C
SEISMIC FORM C, BUILDING RETROFIT OR NEW CONSTRUCTION PRE-AWARD COMMITMENT		D

1.08 ~~TENANT IMPROVEMENTS AND PRICING (STREAMLINED) (SEPT 2014) INTENTIONALLY DELETED~~

1.09 ~~TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2014) 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 2012) 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 33.035 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 128,042 RSF by the total Building space of 387,591 RSF.

1.14 ~~REAL ESTATE TAX BASE (JUN 2012)~~

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is \$248,945.00.

1.15 ~~OPERATING COST BASE (AUG 2011)~~

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$5.58 per RSF (\$714,474.36/annum).

1.16 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)

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 leased 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 \$2.50 per ABOA SF of Space vacated by the Government.

1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

\$135.00 per hour per zone

1.18 24-HOUR HVAC REQUIREMENT (APR 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at the Government's expense, per ABOA SF of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

1.19 BUILDING IMPROVEMENTS (SEP 2012)

The Lessor shall complete the following additional Building improvements No Later Than 120 days after acceptance of the Space:

- A. **SEISMIC RETROFIT:** The Lessor has committed on Seismic Form C (exhibit E to this lease) to do a Seismic Retrofit and to meet all of the seismic requirements in this lease.

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.