

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

30 August 2012

LEASE NO.

GS-03B-12021

THIS LEASE, made and entered into this date by and between PR CROSSROADS I, LLC

whose address is 5475 Robert C. Byrd Drive  
Mount Hope, West Virginia 25880-9640

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:

9,312 rentable square feet yielding 8,711 ANS/BOMA Office Area square feet of office and related space, located on the first (1<sup>st</sup>) floor of the Crossroads Mall, 5475 Robert C. Byrd Drive, Mount Hope, West Virginia 25880-9640, together with parking provided per local code to be used for such purposes as determined by the General Services Administration (GSA).

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on 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 13 at the rate of See Lease Rider Paragraph 13 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

PR CROSSROADS I, LLC  
5475 Robert C. Byrd Drive  
Mount Hope, West Virginia 25880-9640

4. This Paragraph intentionally deleted.

5. This Paragraph intentionally deleted.

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

A. All services, utilities, maintenance, operations, and other considerations as set forth in this lease.

B. The Lessor and the Broker have agreed to a cooperating lease commission of  of the firm term value of this lease. The total amount of the commission is . 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 % of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is . 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 Solicitation for Offers 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 the 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 Rental Payment of \$19,322.40 minus prorated Commission Credit of  equals   
adjusted First Month's Rent.\*

Second Month's Rental Payment of \$19,322.40 minus prorated Commission Credit of  equals   
adjusted Second Month's Rent.\*

Third Month's Rental Payment of \$19,322.40 minus prorated Commission Credit of  equals   
adjusted Third Month's Rent.\*

Fourth Month's Rental Payment of \$19,322.40 minus prorated Commission Credit of  equals   
adjusted Fourth Month's Rent.\*

Fifth Month's Rental Payment of \$19,322.40 minus prorated Commission Credit of  equals   
adjusted Fifth Month's Rent.\*

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Sixth Month's Rental Payment shall commence in full.

\*subject to adjustment upon determination of actual TI expenditure

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

- A. Rider to Lease GS-03B-12021
- B. Solicitation for Offers # 9WV2010 dated 2/25/11
- C. Section 11 Special Requirements
- D. [REDACTED] Remote Hearing Site Build-out Specifications
- E. SFO Amendments #1 dated 7/7/11, #2 dated 8/19/11, #3 dated 8/22/11 and #4 dated 5/2/2012
- F. GSA Form 3517B, "General Clauses" version dated 11/05
- G. GSA Form 3518, "Representations and Certifications" version dated 1/07
- H. Floor Plan(s) (Exhibit A)
- I. Site Plan (Exhibit B)

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

Paragraphs 9-19 were added and Paragraphs 4 and 5 were intentionally deleted.

This lease contains 147 pages

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

LESSOR PR CROSSROADS I, LLC

BY

[REDACTED]

Michael Fevchuk  
Vice President Asset Management  
Proit Services LLC  
Agent for PR Crossroads I LLC

(Signature)

IN PRESENCE OF

[REDACTED]

[REDACTED]

UNITED STATES OF AMERICA, General Services Administration, Public Buildings Service, Real Estate Acquisition Division

BY

[REDACTED]

Contracting Officer

(Official title)

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