

LEASE NO. GS-03P-LVA12193

Simplified Lease
GSA FORM L201A (September 2014)

This Lease is made and entered into between

Lessor's Full Legal Name (exactly as registered in the System for Award Management (SAM) www.sam.gov)

PMTS, LLC

(Lessor), whose principal place of business address is 8815 Poor Mountain Road Bent Mountain, VA 24059-2439 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

0.5 acre of land located on 0 Poor Mountain Road at Tr A Subd for Terry Bent Mountain (Described as a portion of Parcel ID 102.00-01-01.01-0000, in the Catawba Magisterial District, Bent Mountain, VA 24011-9997)

and more fully described in Section 1, 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 upon acceptance of the Premises as required by this Lease and continuing for a period of

Five (5) Years Firm

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease is **June 1, 2015** at an annual rental of \$6,200.00 at the rate of \$516.67 (rounded) per month in arrears, subject to adjustments as set forth in the lease, if any. Rent for a lesser period shall be prorated.

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: President

Entity Name: PMTS, LLC

Date: 5-14-15

[Redacted Signature]

Name: Earl Sims Barrett

Title: _____

[Redacted Signature]

Sandro Ruiz

Lease Contracting Officer

General Services Administration, Public Buildings Service, South Branch

Date: 19 May 2015

Date: 5/14/15

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**1.01 THE PREMISES (SIMPLIFIED) (SEP 2013)**

The Premises are as described under Simplified Lease Proposal, GSA Form 1364A, and are leased subject to an easement in favor of Invenergy Wind North America LLC.

1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (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 parking as described under Block 16 of Exhibit A, Simplified Lease Proposal, GSA Form 1364A. 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.

1.03 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (SEP 2013)

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent specified on GSA Form 1364A. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of costs incurred by the Lessor described under GSA Form 1364A attached hereto, all taxes of any kind, and all operating costs. Unless a separate rate is specified on GSA Form 1364A, rights to parking areas will be deemed included in the rent.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (SIMPLIFIED) (JUN 2012) INTENTIONALLY DELETED**1.05 TERMINATION RIGHTS (SIMPLIFIED) (JUN 2012) INTENTIONALLY DELETED****1.06 RENEWAL RIGHTS (SIMPLIFIED) (APR 2011) INTENTIONALLY DELETED****1.07 DOCUMENTS INCORPORATED IN THE LEASE (SIMPLIFIED) (SEP 2013)**

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

DOCUMENT NAME	NO. OF PAGES	ATTACHMENT
Simplified Lease Proposal (GSA Form 1364A)	3	C
Simplified Lease Proposal Data (GSA Form 1364A-1)	4	D
Representations and Certifications (GSA Form 3518A)	7	E
Seismic Form D	1	F

1.08 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SIMPLIFIED) (SEP 2013)

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 100% percent.

1.09 OPERATING COST BASE (SEP 2013) INTENTIONALLY DELETED**1.10 BUILDING/OFFERED SPACE/ACREAGE/LAND/OFFERED SPACE/AREA/LAND IMPROVEMENTS (SEP 2012) INTENTIONALLY DELETED****1.11 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (SIMPLIFIED) (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.

If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims, or damages of any nature whatsoever.