

LEASE NO. GS-08P-14739

Succeeding/Superseding Lease
GSA FORM L202 (6/12)

This Lease is made and entered into between

Modular Space Corporation whose principal place of business is 1200 Swedesford Rd; Berwyn, PA 19312-1078 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

I-29 at Canadian Border
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 either upon September 1, 2012 or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of

5 Years, 2 Years Firm,
subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

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]

Name: DOUGLAS OLSON

Title: TERRITORY SALES MANAGER

Date: OCTOBER 9 2012

FOR THE GOVERNMENT:

[Redacted Signature]

Name: Randi Heller

Title: Lease Contracting Officer

Date: 11/9/2012

WITNESSED FOR THE LESSOR BY:

[Redacted Signature]

Name: _____

Title: Territory Sales Manager

Date: October 9 2012

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.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (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 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: 1248 rentable square feet (RSF), yielding 1248 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st floor..

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.0 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 (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: This sub-paragraph has been intentionally deleted.

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 (JUN 2012)

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

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$11,700	\$11,700
TENANT IMPROVEMENTS RENT ²		
OPERATING COSTS ³		
BUILDING SPECIFIC SECURITY ⁴		
PARKING ⁵		
TOTAL ANNUAL RENT	\$11,700	\$11,700

¹Shell rent (Firm Term) calculation: \$XX per RSF multiplied by XX RSF

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

³Operating Costs rent calculation: \$XX per RSF multiplied by XX RSF

⁴Building Specific Security Costs of \$XX are amortized at a rate of X percent per annum over XX years

⁵Parking costs described under sub-paragraph G below.

B. This sub-paragraph has been intentionally deleted.

C. This sub-paragraph has been intentionally deleted.

D. 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.

E. 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.

F. 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 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 paying the cost of all utilities directly to the utility provider.

G. This sub-paragraph has been intentionally deleted.

1.04 THIS PARAGRAPH HAS BEEN 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 30 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.

1.06 THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	N/A	N/A
PARKING PLAN(S)	N/A	N/A
SECURITY REQUIREMENTS	1	C
AGENCY SPECIFIC REQUIREMENTS	N/A	N/A
SECURITY UNIT PRICE LIST	N/A	N/A
GSA FORM 3517B GENERAL CLAUSES	46	A
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	B
SMALL BUSINESS SUBCONTRACTING PLAN	N/A	N/A
AMENDMENTS TO RLP NO. 1ND2030	N/A	N/A

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