

**LEASE NO. GS-03P-LPA00169**

AAAP Lease  
GSA FORM L100\_AAAP (October 2016)

This Lease is made and entered into between: **One Adams Place, L.P.**

(Lessor), whose principal place of business is One Adams Place, 310 Seven Fields Boulevard, Seven Fields, PA 19046-4343, 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

**One Adams Place, 300 Seven Fields Boulevard, Seven Fields, PA 19046-4346**

and more fully described in Section 1 and Exhibit A, 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: 10 Years, 5 Years Firm, with one (1) Five-year Renewal Option**

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on: August 23, 2017 and continuing through August 22, 2027, at the rates set forth in Paragraph 1.03, payable monthly in arrears, subject to termination and renewal rights as may be hereinafter set forth.

This Lease may be renewed at the option of the Government, for the following terms and at the following rentals: One (1) - Five (5) year renewal option at the shell rental rate of \$24.81 ABOA SF plus accrued operating costs.

Provided notice be given in writing to the Lessor at least thirty (30) days before the end of the original lease term or any renewal term; all other terms and conditions of this Lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

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**

**FOR THE GOVERNMENT:**

Name: DANIEL J. MANCOSH  
Title: PRESIDENT  
Entity Name: ADAMS PLACE PROPERTIES, INC.,  
GENERAL PARTNER  
Date: 8/4/17

Name: Alexis Cragle  
Title: Lease Contracting Officer  
General Services Administration, Public Buildings Service  
Date: 8.8.17

**WITNESSED FOR THE LESSOR BY:**

Name: KEITH L. LENHART  
Title: VICE PRESIDENT, ADAMS PLACE PROPERTIES, INC.  
Date: 8/4/17

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.

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

**1.01 THE PREMISES (OCT 2016)**

The Premises are described as follows:

- A. Office and Related Space: 17,651 rentable square feet (RSF), yielding 14,833 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 2nd floor, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.
- B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as 19 percent. This factor, 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 (SEP 2013)**

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:

- B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

**1.03 RENT AND OTHER CONSIDERATION (AAAP VARIATION (OCT 2016))**

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

	YEARS 1 – 5 (FIRM TERM)	YEARS 6 – 10 (NON FIRM TERM)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$302,593.20	\$368,006.73
OPERATING COSTS <sup>2</sup>	\$ 87,514.70	\$ 87,514.70
TENANT IMPROVEMENTS RENT <sup>3</sup>	\$ 0.00	\$0.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$ X.XX	\$ X.XX
PARKING <sup>5</sup>	\$ X.XX	\$ X.XX
<b>TOTAL ANNUAL RENT</b>	<b>\$390,107.90</b>	<b>\$455,521.43</b>

<sup>1</sup> Shell rent calculation:

(Firm Term) \$17.14 per RSF (rounded) multiplied by the RSF stated under Paragraph 1.01  
 (Non Firm Term) \$20.85 per RSF (rounded) multiplied by the RSF stated under Paragraph 1.01

<sup>2</sup> Operating Costs rent calculation: \$4.96 per RSF (rounded) multiplied by the RSF stated under Paragraph 1.01

<sup>3</sup> The Tenant Improvement Allowance of \$11.33 per RSF (rounded) for a total of \$200,000 will be amortized at a rate of 8.0 percent per annum over remainder of the firm term. The exact months of amortization will be determined after the tenant improvements are completed and accepted. Refer to Paragraphs 1.06 and 1.07 for further information regarding use and payment of Tenant Improvements Rent.

<sup>4</sup> Building Specific Amortized Capital (BSAC) of \$XX are amortized at a rate of X percent per annum over XX years INTENTIONALLY DELETED

<sup>5</sup> Parking costs described under sub paragraph H below INTENTIONALLY DELETED

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 14,833 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- 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 by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.
- 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 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, 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 \$XX per parking space per month (structured/inside), and \$XX per parking space per month (surface/outside).~~

**1.04 TERMINATION RIGHTS (OCT 2016)**

The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than 180 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.

**1.05 DOCUMENTS INCORPORATED IN THE LEASE (AAP VARIATION (OCT 2016))**

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
SECURITY REQUIREMENTS – FSL LEVEL II	7	B
GSA FORM 3517B GENERAL CLAUSES	15	C
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	2	D

**1.06 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)**

- A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term. The Government shall issue Notice to Proceed with any Tenant Improvements within twenty-four (24) months from the date of this lease agreement, and any unused portion of the TIA shall be returned to the Lessor. Payment of the TIA shall commence upon completion and acceptance of the authorized improvement and will be more particularly set forth in a Lease Amendment.
- B. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.
- C. If it is anticipated that the Government will spend more than the identified TIA, the Government may elect to:
1. Reduce the TI requirements;
  2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
  3. Negotiate an increase in the rent.

**1.07 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)**

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES ( \$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	5%
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	5%

1.08 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)~~ INTENTIONALLY DELETED

1.09 ~~BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)~~ INTENTIONALLY DELETED

1.10 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2016)

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 17 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 17,651RSF by the total Building space of 102,800 RSF. The tax parcel number is 010-4F35-16F.

1.11 OPERATING COST BASE (OCT 2016)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$4.96 per RSF (rounded).

1.12 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

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 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 \$1.50 per ABOA SF of Space vacated by the Government.

1.13 HOURLY OVERTIME HVAC RATES (OCT 2016)

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

- \$ 50.00 per hour for the entire Space.

B. There is no overtime charge during the following weekend hours:

Saturday: 9 AM through 12 PM

1.14 ~~BUILDING IMPROVEMENTS (MAR 2016)~~ INTENTIONALLY DELETED

1.15 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.