

STANDARD FORM 2
FEBRUARY 1985 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41CFR) 1-16.601

US GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

4/14/09

LEASE NO. GS-03B-08379


THIS LEASE, made and entered into this date by and between **Limerick Shopping Center, L.P.**

whose address is **c/o Brandolini Companies, Inc.
1301 Lancaster Avenue
Berwyn, PA 19312**

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 considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:  approximately 6,800 rentable square feet (to yield approximately 6,000 ANSI/BOMA Office Area square feet) of office space located on part of the first floor of the premises known and designated as Limerick Crossing Shopping Center, 9 West Ridge Pike, Limerick, PA 19468 as shown on the floor plan labeled Exhibit "A" attached hereto and made a part hereof, together with 27 on-site parking spaces to be used by the Government in common, on a non-exclusive basis with other tenants and guests of the shopping center.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

See Rider to Lease Paragraph Number 12.

3. The Government shall pay the Lessor annual rent of \$ See Rider to Lease Paragraph Number 12

Rent checks shall be made payable to:

Limerick Shopping Center, L.P.
c/o Brandolini Companies, Inc.
1301 Lancaster Avenue
Berwyn, PA 19312

4. The Government may terminate this lease in part or in whole at any time after the fifth (5th) year by giving at least 60 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

(Intentionally deleted)

~~provided notice be given in writing to the Lessor at least 60 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.~~



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

As part of the rental consideration and at no additional cost to the Government, the Lessor agrees to proceed with due diligence to provide all labor, materials and supervision necessary to perform the alterations and installations stipulated in this Lease, and to deliver the finished space within 90 working days from the date the Contracting Officer issues the Notice to Proceed. The Lessor will also provide 27 on-site parking spaces at no additional cost to the Government to be used by the Government in common, on a non-exclusive basis with other tenants and guests of the shopping center.

7. The following are attached and made a part hereof:
Rider to Lease
SFO No. 6PA0012
GSA Form 3518, Representations and Certifications
GSA Form 3517B, General Clauses
Exhibit "A" plan of existing space
Exhibit "B" Use Restriction

8. ~~The following changes were made in this lease prior to its execution:~~
(Intentionally deleted)

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

LESSOR, Limerick

BY _____

(Signature)

(Signature)

IN THE PRESENCE OF:

(Signature)

1301 Lancaster Avenue, Bryn Mawr, PA 19002

(Address)

UNITED STATES OF AMERICA GSA/PPS/Philadelphiac Service Center

BY _____

CONTRACTING OFFICER

(Official title)

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9. In no event shall the lessor enter into negotiations concerning the space leased with representatives of Federal agencies other than Contracting Officers and their designated representatives of the General Services Administration. All change orders shall be ordered by a GSA Contracting Officer.

10. The total percentage of space occupied by the Government under the terms of the lease is equal to 5.579% percent of the total space available in the lessor's building, and will be used as the basis for computing the Government's pro-rata share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause. The percentage of occupancy is derived by dividing the total Government space of 6,800 rentable square feet by the total building space of 121,875 rentable square feet.

11. For purposes of determining the base rate for future adjustments to the operating cost the Government agrees that the base rate quoted on the "Lessor's Annual Cost Statement", (GSA Form 1217) dated, April 21, 2008 which is \$6.67 per ANSI/BOMA Office Area square foot is acceptable. This figure includes the Government's pro-rata share of operating costs. The Government retains the right to inspect and review the Lessor's records to verify the costs listed on the GSA Form 1217 and/or to require a certified audit report. The basis for annual operating costs escalations will be the revised U.S. All Cities Average Consumer Price Index for Wage Earners and Clerical Workers.

12. Lessor shall complete the building shell as defined in the lease and complete all alterations, improvements, and repairs required by this lease, and deliver the leased premises ready for occupancy by the Government within 90 working days from the date of notice to proceed with the construction of the tenant improvements. When Lessor has completed all such alterations, improvements, and repairs, Lessor shall promptly notify the Contracting Officer, who shall promptly cause the same to be inspected.

Upon the date of completion of such alterations, improvements, and repairs and inspection and acceptance by the Government, the term of this lease shall commence and shall continue for 10 consecutive calendar years (subject to the provisions of Paragraph 14). The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.

Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 3.9 of the lease,

Lessor  Government  ³

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"ANSI/BOMA Office Area Square Feet" and Paragraph 26 General Clauses, GSA Form 3517, "Payment" at the rate of:

Years 1 through 5:

Shell Rent \$28.77 per ANSI/BOMA Office Area Square Foot (BOAF), \$25.37 per rentable square foot.

Amortized annual cost per BOAF for Tenant Alteration Allowance*: \$9.90 per BOAF, \$8.74 per rentable square foot.

Interest rate at which Tenant Alterations are amortized: 7.00%

Annual Cost of Services: \$6.67 per BOAF, \$5.89 per rentable square foot.

Years 6 through 10:

Shell Rent* \$24.50 per ANSI/BOMA Office Area Square Foot (BOAF), \$21.61 per rentable square foot.

Amortized annual cost per BOAF for Tenant Alteration Allowance: \$0.00 per BOAF.

Annual Cost of Services: \$6.67 per BOAF, plus accrued escalations per Paragraph 3.6, Operating Costs, \$5.89 per rentable square foot, plus accrued escalations per Paragraph 3.6, Operating Costs,

*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$255,000.00 or \$42.50 per ANSI/BOMA Office Area Square Foot, which is included in the rent, using the 7.00% amortization rate over the firm term of 5 years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 7.00% amortization rate.

If the Government spends more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.

Lessor

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13. COMMISSION AND COMMISSION CREDIT: The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED]. 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 forgo [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. 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 SFO attached to and forming a part of this lease. The total amount due the Broker is [REDACTED] ([REDACTED] payable upon lease execution, [REDACTED] payable upon lease commencement).

Notwithstanding Paragraph 12 of this Rider to Lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until fully recaptured.

14. The Government may terminate this lease in part or in whole at any time after the fifth (5th) full year of occupancy upon 60 day's written notice to the lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

15. Common Area Factor

The Common Area Factor of this building for this Government lease that is applied to the ANSI/BOMA Office Area square feet to determine the rentable square feet is 13.34%.

16. UNIT COSTS FOR ADJUSTMENTS.

Prices identified below are fully installed and finished. These unit prices may be used, upon acceptance by GSA, during the first year of the lease to price alterations costing \$100,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and the Government.

1. Cost per linear foot of office subdividing ceiling-high partitioning [REDACTED]-10' high
2. Cost per floor mounted duplex electrical outlet [REDACTED]
3. Cost per floor mounted fourplex (double duplex) electrical outlet [REDACTED]
4. Cost per wall mounted duplex electrical outlet [REDACTED]
5. Cost per wall mounted fourplex (double duplex) electrical outlet [REDACTED]
6. Cost per dedicated clean electrical computer receptacle [REDACTED]

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7. Cost per floor mounted telephone outlet [REDACTED]
8. Cost per wall mounted telephone outlet [REDACTED]
9. Cost per interior door [REDACTED] w/passage set

17. In accordance with Paragraph 7.3 of the lease, the additional cost to the Government for overtime use of Government leased space is \$15.00 per hour.

18. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove same if so desired. In the event such are not removed by the Government at the end of this lease term, or any extension thereof, title shall vest in the Lessor and all right of restoration waived.

19. Definitions:

- A. Where the word "Offeror" appears it shall be considered "Lessor"
- B. Where the word "should" appears it shall be considered to be "shall"
- C. Where the word(s) "Solicitation" or "Solicitation for Offers" appears it shall be considered to be "Lease"

20. The Lessor, at its own cost and expense, shall obtain any required permits for the preparation of the space.

21. Each employee of the Lessor and/or its contractor(s) shall be (1) a citizen of the United States of America; (2) an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card, Form I-151; or (3) an alien who presents other evidence from Immigration and Naturalization Services that employment will not affect his/her immigration status.

22. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to, repairs, alterations, or overtime services, nor will any rental be paid for occupancy in whole or in part except for the Lease term specified herein, unless approved in advance and in writing by an authorized official of the General Services Administration.

23. If during the term of this Lease including extensions, title of this property is transferred to another party either by sale, foreclosure, condemnation or other

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transaction, the Lessor (transferor) shall promptly notify the Contracting Officer of said transfer. The following information shall accompany this notification:

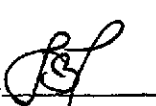
- A. A certified copy of the deed transferring title to the property from the Lessor to the new owner.
- B. A letter from the new owner assuming, approving, and agreeing to be bound to the terms of this Lease.
- C. A letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of the transfer.
- D. The new owner's employer identification number or Social Security Number.
- E. The new owner's full legal name. If a corporations, indicate the state of incorporation. If a partnership, list all partners fully. If a limited partnership, list all general partners and identify under the laws of which state the limited partnership is created. If a realty trust, give names of all trustees and recording date of the trust. The foregoing information must be received by the fifteenth day of the month in which the transfer of the title will be effective. The rent for that month, adjusted in accordance with the effective date of the transfer, will be processed to the Lessor. Initial rent payment to the new owner will be processed on the first day of the second month following the transfer of title. If the notification of transfer and related information is not received until the sixteenth day of the month (or later) in which the transfer of title will be effected, the full contract rental for that month will be forwarded to the Lessor. In this instance, it will be the responsibility of both Lessor and the new owner to submit, in conjunction with other requested information, a letter of agreement regarding disposition of the monthly rent with respect to the effective date of transfer. In any instance, failure to submit the documentation required for transfer of title will result in a stop payment of rent until such time as the Contracting Officer receives all documentation.

24. The Government reserves the right to install satellite dishes or antennae at or on the Leased Premises or Building at any time during the term of this Lease (as the same may be extended or renewed). All rights and privileges of the Government to install, use and access satellite dishes, antennas and/or related equipment are considered to be requirements of this Lease and shall be at no additional rent, charges, fees or costs to the Government. Prior to installing satellite dishes or antennas at or on the Leased Premises or Building, the Government shall obtain the Lessor's consent to the proposed location, and method of installation of the same which consent shall not be unreasonably withheld or delayed. The Government

Lessor



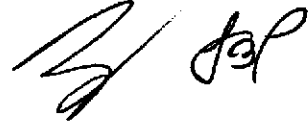
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withheld or delayed. The Government shall be responsible to maintain the satellite dish or antenna and repair any damage to the roof caused by the installation, maintenance or removal of the satellite dish or antenna.

25. The Lessor's cost for TI overhead and profit shall be ~~0%~~ *Eight Percent (8.0%)*



Lessor



Government

