

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

4/8/2009

LEASE NO.

GS-03B-09352

THIS LEASE, made and entered into this date by and between  
JRA Development Group INC.

whose address is:

123 36<sup>th</sup> Street  
Pittsburgh, PA 15201

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:

6,982 ANSI/BOMA office area square feet (approximately 7,435 rentable office area square feet) on the 1<sup>st</sup> floor and 28 on-site parking spaces available for use by tenant for personal, furnishings, and equipment located at the [REDACTED] Building, corner of 5<sup>th</sup> Avenue and Huey Street, McKeesport, PA 15132.

to be used for such purposes as may be determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on (See Lease Rider paragraph 11) through (See Lease Rider paragraph 11), 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 11) at the rate of (See Lease Rider paragraph 11) in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

JRA Development Group INC.  
123 36<sup>th</sup> Street  
Pittsburgh, PA 15201

4. The Government may terminate this lease in whole or in part at any time after the 10<sup>th</sup> year of occupancy, by giving at least sixty days (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:~~

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

SCANNED

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

A. All services, maintenance, utilities and other considerations as may be hereinafter set forth.

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

- A. Rider to Lease GS-03B-09352
- B. Amendments 1,2,3,&4
- C. SFO Number 5PA0012
- D. GSA Form 1217 dated February 23, 2009
- E. GSA Form 3517, General Clauses
- F. GSA Form 3518, Representations and Certifications
- G. Site Plan dated February 2008
- H. Rendering dated February 2008
- I. Floor Plan dated January 6, 2009

This Lease contains one hundred and nine (109) pages.

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

LESSOR JRA Development Group INC.

BY \_\_\_\_\_

\_\_\_\_\_  
(Signature)

123 36<sup>th</sup> Street Pittsburgh, Pa  
\_\_\_\_\_  
(Address) 15201

SERVICES ADMINISTRATION, Public Buildings Service

BY \_\_\_\_\_

\_\_\_\_\_  
Contracting Officer

(Official title)

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SERVICES ADMINISTRATION, Public Buildings Service

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**RIDER TO LEASE GS-03B-09352**

8. 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.

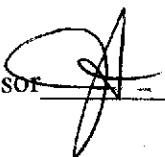

9. The total percentage of space occupied by the Government under the terms of the lease is equal to 100% of the total space available in the Lessor's building, and will be used as the basis for computing the Government's pro-rata share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause. The percentage of occupancy is derived by dividing the total Government space of 7,435 rentable square feet by the total building space of 7,435 rentable square feet.

10. 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 February 23, 2009, which is \$40,753 annually 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.

11. 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 ninety (90) calendar 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 signed acceptance by the Government, the term of this lease shall commence and shall continue for ten (10) consecutive calendar years. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.

Upon signed acceptance of the leased premises by the Government, the same shall be measured and rent shall be paid, in accordance with Paragraph 3.7 of the Solicitation for Offer, "ANSI/BOMA Office Area Square Feet" and Paragraph 27 of the General Clauses, GSA Form 3517, "Payment" at the rate of: \$39.31 per ANSI/BOMA Office Area Square Foot (BOAF) or \$274,462.42 annually consisting of shell, operating, and tenant improvement costs as outlined below:

Lessor  Government 

**RIDER TO LEASE GS-03B-09352**

**Years 1 through 10:**

**Shell Rent: \$28.04** per ANSI BOMA Office Area Square Foot (BOAF)

**\*Amortized annual cost per BOAF for Tenant Improvement Allowance: \$5.43**

**\*Interest rate** at which Tenant Improvements are amortized: 6.5%

**Operating Cost: \$5.84** per ANSI BOMA Office Area Square Foot (BOAF), plus accrued escalations per Paragraph 3.4, Operating Costs

\*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$278,162.88 or \$39.84 per ANSI/BOMA Office Area Square Foot, which is included in the rent, using the 6.5% amortization rate over the firm term of 10 years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 6.5% amortization rate.

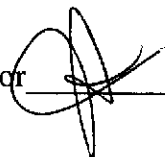
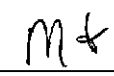
If the Government spends more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate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

12. 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 1.0649%.

13. Within thirty (30) calendar days after occupancy, Lessor must submit Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease and identifying entrances, exits, stairs, windows, partitions, closets, etc. Please refer to paragraph 4.8 in the SFO.

14. In accordance with Paragraph 7.3 of the lease, the additional cost to the Government for overtime use of Government leased space for HVAC services is \$5.00 per hour.

15. 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.

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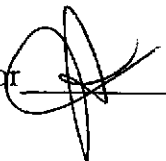
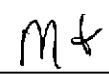
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**RIDER TO LEASE GS-03B-09352**

16. In accordance with Paragraph 3.10 of the lease, the reduction in operating costs for vacant premises shall be \$0.00 per ANSI/BOMA Office Area Square Feet.

17. The lessors overhead and profit will be 4.5%.

18. 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"

Lessor  Government MB