

STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES  
ADMINISTRATION  
FPR (41 CFR) 1-16.601

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE November \_\_\_\_, 2009

LEASE NO.  
GS-03B-09420

THIS LEASE, made and entered into this date by and between

whose address is Crown Two Penn Center Associates Limited Partnership,  
8 Fairway Court, Upper Brookville, NY 11771

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:

A maximum of 22,219 net usable square feet located on the twentieth (20<sup>th</sup>) floor of Two Penn Center Plaza, 1500 John F. Kennedy Boulevard, Philadelphia, PA 19102, 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 Rider Paragraph 12) through (See Rider Paragraph 12), subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$774,998.72 at the rate of \$64,583.23 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Crown Two Penn Center Associates Limited Partnership, 8 Fairway Court, Upper Brookville, NY 11771.

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

All services, utilities, maintenance, operations, alterations and other considerations as set forth in this lease.

5. The following are attached and made a part hereof:
- A) Rider to Lease GS-03B-09420, Paragraphs 6-11.
  - B) Solicitation for Offers – 33 pages
  - C) GSA Form 3517 "General Clauses", dated November, 2005
  - D) GSA Form 3518 "Representations and Certifications", dated January, 2007.

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

LESSOR	Cro By	Center Associates Limited Partnership Center GP Corp. A.P.
BY	[Redacted]	Pres (Signature)
IN PRESENCE OF:	[Redacted]	[Redacted]
UNITED STATES	[Redacted]	ADMINISTRATION
BY	[Redacted]	Contracting Officer (Official title)

STANDARD  
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INITIALS: LESSOR [Signature] & GOVT [Signature]

**RIDER TO LEASE GS-03B-09420**

6. 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.

7. The total percentage of space occupied by the Government under the terms of the lease is equal to 5.2% 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

8. For purposes of determining the base rate for future adjustments to the operating cost the Government agrees that the base rate quoted on the "Proposal to Lease Space", (GSA Form 1364) dated June 1, 2009 of \$136,202.47 per annum, or \$6.13 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 1364 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.

9. 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 150 days from the date of notice to proceed with the construction of the tenant improvements, **BASED UPON PLANS AND SPECIFICATIONS MUTUALLY AGREED UPON BY AND BETWEEN LESSOR AND THE GOVERNMENT.** 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 acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 3.1 of the lease, "Measurement of Space" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the following rates and terms:

A handwritten signature in black ink, consisting of several overlapping loops and lines, located in the bottom right corner of the page.

Years 6-10      \$22.75  
Operating Costs \$6.13  
TI                \$0.00  
**Rate per square foot of \$28.88**

The lease shall be for ten consecutive years, with the Government having the right to terminate after the fifth full year upon 90 days written notice to the Lessor.

The amortization rate for the five year firm term shall be 8%. Any tenant improvements exceeding \$38.00 shall be amortized at the rate of 10%.

10. GSA Form 3518, Paragraph 14 is hereby formally amended by adding the following text to the existing language:

"Tenant agrees to keep the Premises in good order and condition, ordinary wear and tear and damage caused by insured against casualty alone excepted, and to remove all unreasonable accumulations of dirt, rubbish, waste and refuse therefrom. Upon the expiration or sooner termination of the demised term, Tenant will surrender the Premises broom clean and vacant, in the same good order and condition as Tenant has agreed to keep the Premises during the term of the Lease. Tenant shall not knowingly do or commit, or suffer or permit to be done or committed anywhere in the Building, any act or thing contrary to law or the rules and regulations prescribed from time to time by any Federal, State, or local authorities having jurisdiction over the Premises, the Building, Landlord or Tenant.

Tenant shall faithfully observe and perform all of the covenants and conditions to be performed and observed by Tenant hereunder and, in addition to those covenants and conditions which are set forth elsewhere herein, Tenant agrees to (i) secure and maintain in effect any governmental approvals, licenses, and permits as may be required for Tenant's use and occupancy of the Premises; and (ii) comply with all applicable laws, codes, and regulations of governmental authorities applicable to Tenant's use and occupancy of the Premises and all rules and regulations of insurers of the Premises and the National Board of Fire Underwriters as they apply to Tenant's use and occupancy of the Premises.

11. GSA Form 3518, Paragraph 17 is hereby formally amended by deleting the existing text in its entirety and substituting in lieu thereof the following:



**RIDER TO LEASE GS-03B-09420**

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7. The total percentage of space occupied by the Government under the terms of the lease is equal to 5.2% 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

8. For purposes of determining the base rate for future adjustments to the operating cost the Government agrees that the base rate quoted on the "Proposal to Lease Space", (GSA Form 1364) dated June 1, 2009 of \$136,202.47 per annum, or \$6.13 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 1364 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.

9. 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 150 days from the date of notice to proceed with the construction of the tenant improvements, **BASED UPON PLANS AND SPECIFICATIONS MUTUALLY AGREED UPON BY AND BETWEEN LESSOR AND THE GOVERNMENT.** 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 acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 3.1 of the lease, "Measurement of Space" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the following rates and terms:

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Years 1-5: Shell \$19.50  
Operating Costs \$6.13  
TI \$9.25  
**Rate per square foot of \$34.88**



"If during the term of this Lease or any renewal or extension hereof, the Building is so damaged by fire or other casualty that the Premises are rendered untenable (whether or not the Premises are damaged) and the Building cannot be repaired within sixty (60) working days, or such casualty is not included in the risks covered by Landlord's then current insurance policies, then, at Landlord's option (which must be exercised, if at all, by notice in writing given not more than thirty (30) days after such damage), this Lease shall terminate as of the date of such damage. In such case, Tenant shall pay the Minimum Rent and Additional Rent apportioned to the time of the damage, and Landlord may enter upon and repossess the Premises without further notice. If such repairs can be made within the said sixty (60) working days and are covered by insurance as aforesaid, or if Landlord does not elect to terminate this Lease as aforesaid, then, to the extent that Tenant is not liable for such damage or repairs, Landlord will repair the Building, excluding Landlord's Work and Tenant's property. Landlord may enter the Premises to repair the damage, and Minimum Rent and Additional Rent shall be apportioned and suspended while Tenant is deprived of use of the Premises. If the Premises shall be only slightly damaged or if the damage to the Building does not render the Premises untenable then, unless Tenant is liable for such damage or repairs, Landlord will repair whatever portion, if any, of the Premises which may have been damaged by the fire or other insured casualty and which is Landlord's obligation to maintain under this Lease, including Landlord's Work, and the Minimum Rent and Additional Rent shall not be apportioned or suspended. If Landlord repairs or rebuilds the Building as aforesaid, Tenant shall at Tenant's expense promptly repair or replace Tenant's fixtures, furniture, furnishings, floor coverings and stock in trade and promptly reopen for business. In the event Landlord is unable to complete the repair and restoration within the time frame set forth above, Tenant shall have the right to cancel this Lease upon fifteen (15) days written notice to Landlord.

