

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

5/14/2012

LEASE NO.

GS-03B-12037

THIS LEASE, made and entered into this date by and between South Park Plaza, Inc.

whose address is 19040 Park Avenue Plaza  
Meadville, PA 16335-4012

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:

5,905 Rentable Square Feet yielding approximately 5,602 ANSI/BOMA Office Area square feet and related space located on the 1st Floor, at 19063 Park Avenue Plaza, Meadville, PA 16335-4011.

to be used for such purposes as 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 13) through (See Lease Rider Paragraph 13), 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 13) at the rate of (See Lease Rider Paragraph 13) per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

South Park Plaza, Inc.  
19040 Park Avenue Plaza  
Meadville, PA 16335-4012

4. The Government may terminate this lease in whole or in part effective at any time after the fifth (5<sup>th</sup>) full year of occupancy by giving at least ninety (90) 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: [REDACTED] plus accrued operating cost escalations, provided notice be given in writing to the Lessor at least ninety (90) 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:

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

B. In accordance with SFO Paragraph 2.3, Broker Commission and Commission Credit, UGL Services Equis Operations Co. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in SFO Paragraph 2.3, only [REDACTED] of the Commission will be payable to UGL Services Equis Operations Co. with the remaining [REDACTED], which is the "Commission Credit", to be credited to the shell rent portion of the annual rental payments due and owing to fully recapture the Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until credit has been fully recaptured in equal monthly installments over the shortest time period practicable.

Notwithstanding Paragraph 3 of the 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 as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment of \$9,833.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment of \$9,833.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment of \$9,833.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

Fourth Month's Rental Payment shall commence in full.

NOTE: Commissions and/or credits are treated as confidential financial information and are not for public disclosure. The information is not for use for any other purpose than that which it is provided without consent of the GSA Lease Contracting Officer.

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

- A. Rider to Lease GS-03B-12037 (3 Pages)
- B. Solicitation for Offers # 9PA2241 (53Pages)
- C. Solicitation for Offers # 9PA2241 - Amendment #1 (1 Page)
- D. GSA Form 3517B, "General Clauses" version dated (06-08) (33 Pages)
- E. GSA Form 3518, "Representations and Certifications" version dated (01/07) (7 Pages)
- F. Floor Plan {Exhibit A} (1 Page)
- G. Site Plan dated {Exhibit B} (1 Page)
- H. SPECIAL REQUIREMENTS - [REDACTED], Special Requirements for Site Preparation in Field Offices, dated March 17, 2009 (20 Pages)

8. The following changes were made in this lease prior to its execution: None.

This lease contains 121 pages

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

LESSOR:

BY

[REDACTED]

19040 Park Ave. Plaza Meadville, PA 16335  
(Address)

IN PRESENCE

[REDACTED]

19040 PARK AVE. PLAZA, MEADVILLE PA 16335  
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE

BY

[REDACTED]

Contracting Officer  
(Official title)

RIDER TO LEASE GS-03B-12037

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.

10. The total percentage of space occupied by the Government under the terms of the lease equal to 25.6% 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 5,905 RSF by the total building space of 23,000 RSF.

11. For purposes of determining the base rate for future adjustments to the operating cost, the Government agrees that the Annual Cost of Services is \$35,843.35. This figure includes the Government's pro-rata share of operating costs.

12. Notwithstanding any other provision of this agreement requiring the Government to give notice to exercise any option contained herein for extension of the lease for additional space in the facility, or for purchase of the facility, the lessor shall notify the Contracting Officer, in writing, at least thirty (30) calendar days and no more than sixty (60) calendar days prior to the time the option must be exercised. In the event the lessor fails to notify the Government, as required by this paragraph, the Government shall have the right to exercise the option at any time prior to the expiration of the lease. If GSA exercises the option to renew the lease, said rental will be based on the amount of operating cost adjustments accrued up to date of renewal and calculation on the basis of the new adjusted base rate for services and utilities.

13. Lessor shall provide new carpet and paint (including the moving and returning furniture) for the leased premises and deliver the leased premises ready for occupancy by the Government no later than August 31, 2012 (Move shall be completed after working hours). 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 ten (10) consecutive calendar years. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.

Lessor SAP Government Sen

RIDER TO LEASE GS-03B-12037

Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 4.1 of the lease, "Measurement of Space" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of:

**Years 1 through 5:**

The total annual rent of \$118,000.00 breaks down as follows:

**Shell Rent:** \$82,156.65 per year or \$13.91 (rounded) per Rentable Square Foot (RSF),

**Annual Cost of Services:** \$35,843.35 per year or \$6.07 (rounded) per Rentable Square Foot (RSF), plus accrued escalations per Paragraph 4.3, "Operating Costs",

**Years 6 through 10:**

The total annual rent of \$124,320.00 breaks down as follows:

**Shell Rent** \$88,476.65 per year or \$14.98 (rounded) per Rentable Square Foot (RSF),

**Annual Cost of Services:** \$35,843.35 per year or \$6.07 (rounded) per Rentable Square Foot (RSF), plus accrued escalations per Paragraph 4.3, "Operating Costs",

14. In accordance with Paragraph 4.6, "Overtime Usage", of the lease, the overtime usage additional cost to the Government for overtime HVAC service is \$3.85 per hour for the entire space.

15. In accordance with Paragraph 4.4, "Adjustment for Vacant Premises", of the lease, if the Government fails to occupy any portion of the lease premises or vacates the premises in whole or in part prior to expiration of the terms of the lease, the rental rate for the vacated portion of the space will be reduced by \$3.03 per ANSI/BOMA Office Area square foot.

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16. 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"

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