

LEASE NO. GS-03P-LPA12143

Standard Lease
GSA FORM L201C (October 2012)

This Lease is made and entered into between

Lessor's Name: Arch Partners LTD

(Lessor), whose principal place of business is 123 Coulter Ave., Suite 200, Ardmore, PA 19003-2425, 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

801 Arch Street, Philadelphia, PA 19107

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

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

15 Years, 10 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

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

Name: Michael B. Waller
Title: President
Entity Name: ARCH PARTNERS LTD
Date: 7/31/14

FOR THE GOVERNMENT

Name: Stephan Yurchak
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 9/17/14

WITNESSED FOR THE LESSOR BY

Name: Bernard Waller
Title: Vice President
Date: 7/31/14

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 (JUN 2012)

The Premises are described as follows:

- A. Office and Related Space: 28,475 rentable square feet (RSF), yielding 24,978 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st, 2nd, & 3rd floor(s), of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.
- B. Common Area Factor: The Common Area Factor (CAF) is established as 14 percent. This factor, which represents the conversion from ABOA to rentable square feet, 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 (JUN 2012)

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:

Parking: The total Government requirement for parking is 53 parking spaces. 52 parking spaces as depicted on the plan attached hereto as Exhibit B, guaranteed for the use of the Government, of which 52 shall be structured/inside parking spaces, or 52 shall be surface/outside parking spaces. Of the 53 parking spaces one parking space shall be located inside the building as depicted in Exhibit A (1st Floor Sallyport) plus two additional parking spaces provided onsite and the remaining 50 parking spaces shall be inside/structured or surface/outside parking spaces as depicted in Exhibit B. Within 9 months of lease award the Lessor must present in writing which parking option per Exhibit B will be selected. GSA will have 10 working days to review this selection and provide feedback. Upon agreement by both parties a lease amendment will be executed memorializing the selected parking option. All 50 guaranteed parking spaces shall be located in one contiguous lot. This parking requirement cannot be split up among multiple lots. GSA will pay no additional rent for parking regardless of the option selected, as this cost has already been included in section 1.03, A. The Lessor has the right to relocate the parking to another parking lot within 2 blocks of the leased premise. The Lessor shall notify the Government in writing 90 days prior to said move. The Lessor will be responsible for all cost incurred for the move. The Lessor cannot move the parking requirement more than 2 times during the lease term. The Government recognizes that the spaces will not be designated "Government Parking Only." However, the Lessor shall insure that 50 parking spaces will be available 24 hours a day. Should, for any reason, the Government is unable to locate a parking space within the garage/surface lot, the Government will have the right to deduct from the rental payment the proportional amount of the rental rate plus the expense incurred by the Government to locate a space in another garage. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

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

1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

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

	YEARS 1-5	YEARS 6-10	YEARS 11-15
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$448,929.00	\$526,381.00	\$712,322.75
TENANT IMPROVEMENTS RENT ²	\$ 182,440.43	\$ 182,440.43	\$ 0.00
OPERATING COSTS ³	\$ 144,368.25	\$ 144,368.25	\$ 144,368.25
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$ 3,365.44	\$ 3,365.44	\$ 0.00
PARKING	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$779,103.12	\$856,555.12	\$856,691.00

¹Shell rent (Years 1-5) calculation: \$15.76 per RSF multiplied by 28,475 RSF

²Shell rent (Years 6-10) calculation: \$18.48 per RSF multiplied by 28,475 RSF

³Shell rent (Years 11-15) calculation: \$25.01 per RSF multiplied by 28,475 RSF

⁴The Tenant Improvement Allowance of \$54.21 is amortized at a rate of 6.25 percent per annum over 10 years.

⁵Operating Costs rent calculation: \$5.07 per RSF multiplied by 28,475 RSF

⁶Building Specific Amortized Capital (BSAC) of \$24,978.00 are amortized at a rate of 6.25 percent per annum over 10 years

- B. 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.

- C. 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.

D. 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 in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

E. 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 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.

1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)~~ INTENTIONALLY DELETED

1.05 ~~TERMINATION RIGHTS (AUG 2011)~~

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 210 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.

1.06 ~~RENEWAL RIGHTS (AUG 2014)~~ INTENTIONALLY DELETED

1.07 ~~DOCUMENTS INCORPORATED IN THE LEASE (SEP 2012)~~

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	3	A
PARKING PLAN(S)	2	B
AGENCY SPECIFIC/SPECIAL REQUIREMENTS	23	C
SECURITY REQUIREMENTS	12	D
SECURITY UNIT PRICE LIST	3	E
GSA FORM 3517B GENERAL CLAUSES	47	F
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	G
AMENDMENTS TO RLP NO. 3PA0200	2	H

1.08 ~~TENANT IMPROVEMENT ALLOWANCE (AUG 2011)~~

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$54.21 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 6.25 percent.

1.09 ~~TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011)~~

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.

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 allowance identified above, the Government shall have the right to either:

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.

1.10 ~~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)	\$3.25
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	10%

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is \$1.00 per ABOA SF. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of 6.25 percent.

1.12 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2012)

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC 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 a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC 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 BSAC identified above, the Government shall have the right to either:

1. Reduce the security countermeasure requirements;
2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or
3. Negotiate an increase in the rent.

1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

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 16.34 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 28,475 RSF by the total Building space of 174,310 RSF.

1.14 ~~REAL ESTATE TAX BASE (JUN 2012)~~ INTENTIONALLY DELETED

1.15 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$5.07 per RSF (\$144,368.25/annum).

1.16 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)

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 leased 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 \$2.00 per ABOA SF of Space vacated by the Government.

1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

- \$95.00 per hour per zone

1.18 24-HOUR HVAC REQUIREMENT (APR 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of \$0.00 per ABOA SF of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

1.19 BUILDING IMPROVEMENTS (SEP 2012)

The Lessor shall complete the following additional Building improvements:

- A. The Lessor shall have up to 6 months after lease award to earn an Energy Star Label.

1.20 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.