

LEASE NO. GS-03P-LPA12240

Warehouse Lease
GSA FORM L201WH (05/15)

This Lease is made and entered into between

TEN LOGAN VENTURES LP

(Lessor), whose principal place of business is located at 76 Passan Dr, Wilkes Barre, PA 18702-7348 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

1 Passan Drive, Buildings 4 and 6-2
Wilkes-Barre, PA 18702-7348

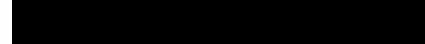
and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

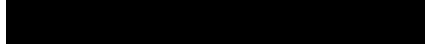
Ten (10) Years, Three (3) Years Firm. To Have and To Hold the said Premises with its appurtenances for the term beginning on September 30, 2016 and extending through September 29, 2026 at the rates set forth in Paragraph 1.06, payable monthly in arrears, with termination rights set forth in Paragraph 1.08.

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: Carol K Kieup
Title: Chief Operating Officer
Entity Name: TEN LOGAN VENTURES LP
Date: July 26, 2016

FOR THE GOVERNMENT:


Name: Rebekah R. Cowles
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: August 2, 2016

WITNESSED FOR THE LESSOR BY:


Name: Karen Haller
Title: CEO
Date: July 26, 2016

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 (WAREHOUSE) (MAY 2014)

The Premises are described as follows:

A. Warehouse and Related Space: A total of 163,400 Rentable Square Feet (RSF) yielding 163,024 ANSI/BOMA Office Area (ABOA) square feet (SF) of warehouse and office Space located within Building 4 and Building 6-2, as depicted on the floor plan(s) attached hereto as Exhibit A. The square footage is split between the two buildings as follows:

- a. Building 4 – 62,560 ABOA SF of warehouse space; 600 ABOA SF conference room; and, 240 RSF restrooms for a total of 63,400 RSF.
Wareyard/Dropyard Size is a total of 30,160 SF (200'x66' X 160'x106').
- b. Building 6-2 – 98,664 ABOA SF of warehouse space; 1,200 ABOA SF office area; and, 136 RSF restroom for a total of 100,000 RSF.
Wareyard/Dropyard Size is a total of 5,750 SF (25'x50' X 50'x90').

B. Common Area Factor: The Common Area Factor (CAF) is established as 0.23%. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest hundredth of a percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (WAREHOUSE) (MAY 2014)

The Government shall have exclusive or non-exclusive (as identified) 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:

A. Automobile Parking:

Ten (10) surface parking spaces for passenger vehicles as depicted on the plan attached hereto as Exhibit B of which ten (10) spaces shall be marked as reserved for the exclusive use of the Government. These spaces are located adjacent to the south side of Building 4. In addition, the Lessor shall provide any additional automobile parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property. All spaces must be secured and lit in accordance with the Security Requirements set forth in this Lease. The cost of this parking shall be included as part of the rental consideration.

B. Intentionally Deleted.

C. Delivery Route:

- (1) At least one unobstructed route having no steps or abrupt changes in level shall connect with all accessible elements, spaces, buildings, and courses of passage. The minimum clear width of a route shall be 36 inches. If a route is less than 60 inches in width then it shall have level passing zones, spaced at no more than 200 feet apart, measuring a minimum of 60 inches by 60 inches.
- (2) Objects projecting from walls with their leading edges between 27 and 80 inches above the finished floor shall protrude no more than 4 inches into an accessible route. Freestanding objects between 27 and 80 inches above the finished floor shall protrude no more than 4 inches above the ground or the finished floor. Objects mounted on posts or pylons may overhang 12 inches maximum from 27 to 80 inches above the ground or the finished floor. Objects mounted with their leading edges at or below 27 inches above the finished floor may protrude any distance. However, no protruding objects shall reduce the clear width of an accessible route or maneuvering space. If vertical clearance of an area adjoining an accessible route is reduced to less than 80 inches, a barrier to warn blind or visually impaired persons shall be provided.
- (3) Mechanical rooms and spaces which are not normally frequented by the public or occupants and are not part of an accessible or emergency route are excepted and need not be accessible.
- (4) Gratings in a route surface shall have spaces no wider than ½ inch in one direction and shall be placed so that the long dimension of openings is perpendicular to the dominant direction of travel.

D. Delivery Ramps:

- (1) Any part of an accessible route with a slope greater than 1 foot rise in 20 feet shall be considered a ramp. Where ramps are necessary, they shall have a non-slip surface with a slope no greater than 1 foot rise in 12 feet. Ramps must have a minimum clear width of 3 feet with level landings at the top and bottom of each ramp run. Each landing shall be at least 5 feet in length and as wide as any ramp run leading into it. The maximum rise for any run shall be 30 inches. Intermediate landings for turning ramps shall measure a minimum of 5 feet by 5 feet.
- (2) Lessor shall provide handrails complying with "HANDRAILS" (36 CFR 1191) on both sides of all ramps with a vertical rise greater than 6 inches. Ramps with drop-offs shall have curbs (minimum 2 inches high), walls, railings or projecting surfaces. Lessor shall provide curb ramps wherever an accessible route crosses a curb. Curb ramps shall not interfere with walks or vehicular traffic. The maximum slope of a curb ramp shall be a 1 inch rise per 12 inch run. The maximum length of a curb ramp shall be 6 feet with a minimum width of 36 inches, exclusive of flared sides. If no other alternative is feasible, accessible platform lifts may be used in lieu of a ramp or elevator.

Lifts shall have accessible controls and clearances, shall comply with applicable safety regulations, and should facilitate unassisted entry and exit. All delivery ramps utilize ground level doors.

E. Antennas, Satellite Dishes, and Related Transmission Devices:

- (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment,
- (2) the right to access the roof of the Building, and
- (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

F. Loading Docks. See "LOADING DOCKS SHELL WAREHOUSE" paragraph in Section 3 of this Lease.

1.03 TRUCK TURNING RADIUS REQUIREMENTS (WAREHOUSE) (MAY 2014)

At a minimum, a truck turning radius sized to accommodate 52'0" trucks shall be provided and maintained at all times for all loading docks designed for such sized trucks. One-way design for service traffic is preferred in order to avoid the need for large turning areas. Maximum truck turning radius at Building 4 is 150 feet. The truck apron size is 80 feet and truck court depth is 100 feet. Maximum truck turning radius at Building 6-2 is 250 feet. The truck apron size is 80 feet and truck court depth is 120 feet.

1.04 CLEAR CEILING HEIGHT REQUIREMENTS (WAREHOUSE) (MAY 2014)

A minimum of 163,024 ABOA SF must have a clear ceiling height of 24 feet 0 inches, measured from floor to the lowest obstruction, with the balance of the space maintaining a clear ceiling height of a minimum of 24 feet. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. The ceiling height in Building 4 ranges from a minimum of 24 feet to a maximum of 32 feet. The ceiling height in Building 6-2 ranges from a minimum of 24 feet to a maximum of 34 feet.

1.05 BAY WIDTH, BAY DEPTH, AND COLUMN SPACING REQUIREMENTS (WAREHOUSE) (MAY 2014)

The following minimum requirements apply to this Lease:

Building 4:

- Bay Width: Ranges between 70 and 80 feet (the distance from one side of the bay to the other side of the bay in linear feet and inches)
- Bay Depth: 220 feet (the distance from the front of the bay to the back of the bay in linear feet and inches)
- Column Spacing: Columns range between 25'x70' and 25'x80' linear apart from one another

Building 6-2:

- Bay Width: 50 feet (the distance from one side of the bay to the other side of the bay in linear feet and inches)
- Bay Depth: 200 feet (the distance from the front of the bay to the back of the bay in linear feet and inches)
- Column Spacing: Column spacing is 25'x50' linear apart from one another

1.06 RENT AND OTHER CONSIDERATION (APR 2015)

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

	FIRM TERM YEARS 1 THRU 3	NON-FIRM TERM YEARS 4 THRU 6	NON-FIRM TERM YEARS 7 THRU 10
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$607,848.00	\$627,456.00	\$653,600.00
OPERATING COSTS ²	\$ 000,000.00	\$ 000,000.00	\$ 000,000.00
TOTAL ANNUAL RENT	\$607,848.00	\$627,456.00	\$653,600.00

¹Shell rent calculation:

- (Firm Term, Years 1 thru 3) \$3.72 per RSF multiplied by 163,400 RSF
- (Non-Firm Term, Years 4 thru 6) \$3.84 per RSF multiplied by 163,400 RSF
- (Non-Firm Term, Years 7 thru 10) \$4.00 per RSF multiplied by 163,400 RSF

²Operating costs are separately metered and/or contracted for, thus, reimbursed to Lessor directly by the Government's subcontractor. Lessor does perform some maintenance as further described in this Lease.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 163,024 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Intentionally deleted.

D. Intentionally deleted.

E. 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.

F. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. The 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 herein 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, maintenance required for the proper operation of the Property, the Building, and the Leased 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. The Government shall be responsible for paying the cost of separately metered utilities directly to the utility provider, as well as janitorial services and/or trash removal. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the LCO, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

H. Parking shall be provided at no additional cost to the Government.

1.07 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. JONES LANG LASALLE AMERICAS, INC. (JLL) (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to Broker with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully captured in equal monthly installments over the shortest time practicable. The Commission Credit is fully captured with offset in Month 1. Regular monthly rental payment of \$50,654.00 ensues with Month 2.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully 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:

Month 1 Rental Payment \$50,654.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.08 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 ninety (90) 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.

1.09 RENEWAL RIGHTS (SEP 2013) - INTENTIONALLY DELETED

1.10 DOCUMENTS INCORPORATED IN THE LEASE (WAREHOUSE) (APR 2015)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S) SITE PLAN(S) WITH PARKING, ELEVATIONS, ACCESSIBILITY RAMPS, ETC.	9	A
AERIAL MAP OF LOCATION	1	B
AGENCY SECURITY/SPECIAL REQUIREMENTS	8	C
GSA FORM 3517B GENERAL CLAUSES	46	D
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	2	E

1.11 TENANT IMPROVEMENT ALLOWANCE (AUG 2011) - INTENTIONALLY DELETED

1.12 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2013) - INTENTIONALLY DELETED

- 1.13 ~~TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012) – INTENTIONALLY DELETED~~
- 1.14 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012) – INTENTIONALLY DELETED~~
- 1.15 ~~BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013) – INTENTIONALLY DELETED~~
- 1.16 ~~PERCENTAGE OF OCCUPANCY (JUN 2012) – INTENTIONALLY DELETED~~
- 1.17 ~~REAL ESTATE TAX BASE (SEP 2013) – INTENTIONALLY DELETED~~
- 1.18 ~~OPERATING COST BASE (SEP 2013) – INTENTIONALLY DELETED~~
- 1.19 ~~RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013) – INTENTIONALLY DELETED~~
- 1.20 ~~HOURLY OVERTIME HVAC RATES (AUG 2011) – INTENTIONALLY DELETED~~
- 1.21 ~~24-HOUR HVAC REQUIREMENT (SEP 2014) – INTENTIONALLY DELETED~~
- 1.22 BUILDING IMPROVEMENTS (SEP 2012)

The Lessor shall complete the following accessibility Building upgrades:

- A. Upgrade restrooms to ensure compliance with ABAAS standard; and,
- B. Install handicap accessibility ramp at side entrance to Building 6-2; this includes a paved area immediately adjacent to accommodate handicap parking space for vehicle, as well as ease of mobility to entrance ramp

1.23 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAY 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.