

**LEASE NO. GS-03P-LPA12101**

Succeeding/Superseding Lease  
GSA FORM L202 (6/12)

This Lease is made and entered into between

Iron Mountain Information Management, LLC.  
(Lessor), whose principal place of business is One Federal Street Boston, MA 02110-2012 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

**Iron Mountain / National**  
1137 Branchton Rd  
Boyers, PA 16020-0006

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 on April 28, 2015 . and continuing for a period of

10 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth.

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.

[Redacted Signature]

[Redacted Signature]

Title: **President**  
**Government Affairs, Real Estate Legal Services**  
**and Special Projects**

General Services Administration, Public Buildings Service

Date: April 27, 2015

Date: April 28, 2015

[Redacted Signature]

Title: Client Development Executive

Date: April 27, 2015

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 (SUCCEEDING) (JUN 2012)**

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for maintenance and repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

A. Office and Related Space: 253,669 rentable square feet (RSF), yielding 220,582 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space, 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 15% 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:

A. Parking: 281 parking spaces, reserved for the exclusive use of the Government, of which 17 shall be structured/inside parking spaces, and 264 shall be surface/outside parking spaces. In addition, Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. THIS SUB PARAGRAPH WAS INTENTIONALLY DELETED

**1.03 RENT AND OTHER CONSIDERATION (JUN 2012)**

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

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$2,153,250.00	\$2,153,250.00
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 0	\$ 0
OPERATING COSTS <sup>3</sup>	\$ 0	0
BUILDING SPECIFIC SECURITY <sup>4</sup>	\$ 0	\$ 0
PARKING <sup>5</sup>	\$ 0	\$ 0
<b>TOTAL ANNUAL RENT</b>	<b>\$2,153,250.00</b>	<b>\$2,153,250.00</b>

Shell rent (Firm Term) calculation is comprised of several interim calculations:

- 1.) Multiplying 220,582 ABOA SF by \$9.35 and rounding to the nearest dollar; \$2,062,442.00
- 2.) Added to the above is the sum of two renovations which totaled \$619,593.00 which was then amortized at 8% for 10 years and rounded to the nearest dollar; \$90,208.00
- 3.) Added to the above is another \$6000 spread over 10 years for a total of \$600 annually for a quote prepared for this project.
- 4.) The three above components were added together for a total annual cost of \$2,153,250.00

B. THIS SUB-PARAGRAPH WAS INTENTIONALLY DELETED

C. THIS SUB-PARAGRAPH WAS INTENTIONALLY DELETED

D. 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.

E. 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.

F. 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 (with the exclusion of (janitorial and electric), 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 electric directly to the utility provider. 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.

G. THIS SUBPARAGRAPH WAS INTENTIONALLY DELETED

1.04 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 120 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 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
GSA FORM 3517B GENERAL CLAUSES	46	B
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	C
SECURITY LEVEL IV ATTACHMENT	4	D
SPRINKLER PROJECT CONSTRUCTION DRAWINGS	2	E
FIRE ALARM UPGRADE SCHEDULE	1	F
CARPET AND PAINT SCHEDULE	2	G
ADA MODIFICATIONS	3	H
FIRE PROTECTION EQUIVALENT LEVEL OF SAFETY LETTER	1	I
ROOF CONTROL MANAGEMENT PLAN	5	J

1.08 INTENTIONALLY DELETED

1.09 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 11.67 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 253,669 RSF by the total Building space of 2,174,581 RSF.

1.10 INTENTIONALLY DELETED

1.11 INTENTIONALLY DELETED

1.12 INTENTIONALLY DELETED

1.13 INTENTIONALLY DELETED

1.14 INTENTIONALLY DELETED



**1.15 BUILDING IMPROVEMENTS (JUN 2012)**

The Lessor shall complete the following additional Building improvements prior to acceptance of the Space:

- A. Sprinkler the roadway from the Government occupancy to the entrance.
- B. Fire alarm upgrades. The Government has the right to witness operational testing of the fire alarm and sprinkler system at completion. Schedule is provided in Exhibit F.
- C. ABAAS compliance alterations as outlined in Exhibit H
- D. Installation of sensors per Roof Management Plan - Exhibit J