

**LEASE NO. GS-03P-  
LPA12172**

Simplified Lease  
GSA FORM L201A (September 2014)

This Lease is made and entered into between

**Lessor's Full Legal Name (exactly as registered in the System for Award Management (SAM))**

David R. Wise

(Lessor), whose principal place of business address is [REDACTED] 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

**2778 Earlstown Road, Centre Hall, PA 16828**

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

**Ten (10) Years, Five (5) Years Firm,**

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, estimated to be August 1, 2015, along with any applicable termination and renewal rights, shall be more specifically be 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.

[REDACTED SIGNATURE]

**FOR THE GOVERNMENT:**  
[REDACTED SIGNATURE]

Title: OWNER  
Entity Name: DAVID R. WISE  
Date: 8/3/15

Lease Contracting Officer  
General Services Administration  
Public Buildings Service, 3PRND  
Date: 8/17/15

[REDACTED SIGNATURE]

Name: Angela M. Leshner  
Title: \_\_\_\_\_  
Date: 8/8/15

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 (STANDARD) (SEP 2013)**

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 cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs.

The Premises are described as follows:

A. Office and Related Space: 3,520 rentable square feet (RSF), yielding 3,400 ANSI/BOMA Office Area (ABOA) square feet (SF) of warehouse and related Space AND an additional 721 RSF (yielding 696 ABOA SF) of free space (for which the Government shall not be charged rent, including real estate taxes and operating cost escalations) in excess of the total 3,520 RSF/3,400 ABOA SF indicated above, for a total of 4,241 RSF (yielding 4,096 ABOA SF) under lease located at 2778 Earlstown Road, Centre Hall, PA 16828, as depicted on the floor plan(s) attached hereto as Exhibit A.

All rights, responsibilities, and obligations that bind the Lessor and Government under this lease agreement, and any other attachments hereto, shall pertain to the entire space under lease, including the free space. Maintenance of the free space is provided at no additional charge to the Government.

**1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (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:

Parking: three (3) surface/outside parking spaces reserved for the exclusive use of the Government. 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.

Wareyard Storage: 1/2 Acre of fenced in storage adjacent to the warehouse as identified in Exhibit A.

**1.03 RENTAL AND OTHER CONSIDERATION (STANDARD)**

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>	\$35,428.00	\$38,454.00
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$14,868.21	\$0.00
OPERATING COSTS <sup>3</sup>	\$11,696.00	\$11,696.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$ 0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$61,992.21</b>	<b>\$50,150.00</b>

<sup>1</sup>Shell rent calculation:  
 (Firm Term) \$10.42 per ABOA SF multiplied by 3,400 ABOA SF  
 (Non Firm Term) \$11.31 per ABOA SF multiplied by 3,400 ABOA SF  
<sup>2</sup>The Tenant Improvement Cost of \$65,656.40 is amortized at a rate of 5 percent per annum over 5 years.  
<sup>3</sup>Operating Costs rent calculation: \$3.44 per ABOA SF multiplied by 3,400 ABOA SF  
<sup>4</sup>Building Specific Amortized Capital (BSAC) - \$Zero (\$0.00) - no shatter resistant window film is required at this location

B. SUB-PARAGRAPH INTENTIONALLY DELETED

C. SUB-PARAGRAPH INTENTIONALLY DELETED

D. SUB-PARAGRAPH 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 Lessor by electronic funds transfer in an account to be designated by the Lessor. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. 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.

H. SUB-PARAGRAPH INTENTIONALLY DELETED

1.04 PARAGRAPH INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (SIMPLIFIED) (JUN 2012)

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.

1.06 PARAGRAPH INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SIMPLIFIED) (SEP 2013)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor plan and Site Plan	2	A
Agency Specific Requirements	4	B
Security Requirements	5	C
Representations and Certifications (GSA Form 3518A)	7	D
Scope of Work for Warehouse HVAC & Insulation	2	E

1.08 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SIMPLIFIED) (SEP 2013)

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 100 percent.

1.09 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$3.44 per ABOA SF (\$11,696.00/annum)

1.10 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

- A. Install Emergency Lighting System
- B. Install recording thermostat Verify propane use on Design Temperature
- C. Install High Efficiency Propane Heaters
- D. Drywall in Warehouse to receive one coat tape-no paint and finish

1.11 PARAGRAPH INTENTIONALLY DELETED

1.12 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

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 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 \$1.72 per RSF of Space vacated by the Government.

1.13 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

- \$ Zero (\$0.00) per hour per zone
- \$ Zero (\$0.00) per hour for the entire Space.

1.14 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 \$Zero (\$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.