

**LEASE NO. GS-03P-LPA12213**

Global Lease  
GSA FORM L100 (09/2015)

**INSTRUCTIONS TO OFFEROR:** Do not attempt to complete this lease form (GSA Lease Form L100, hereinafter Lease Form). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on the lease proposal form (GSA Lease Proposal Form 1364, hereinafter Lease Proposal Form) into a Lease Form, and transmit the completed Lease Form, together with appropriate attachments, to the successful Offeror for execution.

This Lease is made and entered into between

**LYCOMING, COUNTY OF**

(Lessor), whose principal place of business is 48 WEST THIRD STREET, WILLIAMSPORT, PA 17701-6536, 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

Executive Plaza  
330 Pine Street  
Williamsport, PA. 17701-6536

and more fully described in Section 1 and Exhibit 1, together with rights to the use of three (3) free reserved surface parking spaces 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

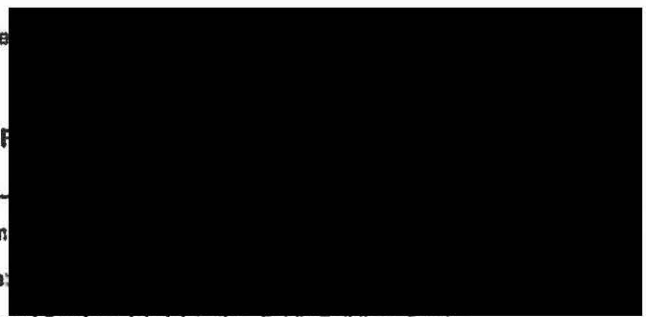


To Have and To Hold the said Premises with its appurtenances for the term beginning either upon December 1, 2015 or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of

**10 Years, 3 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 hereof, and the Lease shall be effective as of the date of delivery of the fully executed Lease to the Lessor.

  
Name: Matthew A. McDERMOTT  
Title: Director of Administration  
Entity Name: County of Lycoming  
Date: November 24, 2015

  
FOR  
Name:   
Title:   
General Services Administration, Public Buildings Service  
Date: 12-3-15

**WITNESSED FOR THE LESSOR BY:**



\_\_\_\_\_  
\_\_\_\_\_  
Procurement Officer

Date: 11/27/15

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.

A handwritten signature in black ink, appearing to be 'MM', written over the line for the Government.

**SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**

**1.01 THE PREMISES (SEP 2015)**

The Premises are described as follows:

A. **Office and Related Space:** 2,530 rentable square feet (RSF), yielding 2,200 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 3rd floor(s) of the Building, as depicted on the floor plan(s) attached hereto as Exhibit 1.

B. **Common Area Factor:** The Common Area Factor (CAF) is established as 1.15 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 (SEP 2013)**

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:** Three (3) free reserved parking spaces as depicted on the plan attached hereto as Exhibit 1, reserved for the exclusive use of the Government, of which 3 shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by t

**1.03 RENT AND OTHER CONSIDERATION (SEP 2015)**

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>	\$19,942.28	\$19,942.28
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 0.00	\$0.00
OPERATING COSTS <sup>3</sup>	\$ 14,575.29	\$ 14,575.29
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$ 0.00	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$34,517.57</b>	<b>\$34,517.57</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$7.882324 per RSF multiplied by 2,530 RSF

(Non Firm Term) \$7.882324 per RSF multiplied by 2,530 RSF

<sup>2</sup>Tenant improvements of \$0 are amortized at a rate of 0 percent per annum over 0 years.

<sup>3</sup>Operating Costs rent calculation: \$5.760984 per RSF multiplied by 2,530 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$0 are amortized at a rate of 0 percent per annum over 0 years

<sup>5</sup>Parking costs are included at no charge to the Government

B. 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 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 and active in SAM.

C. 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.

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 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.

**1.04 RENEWAL RIGHTS (SEP 2013)**

This Lease may be renewed at the option of the Government for a term of [REDACTED] at the following rental rate(s):

	OPTION TERM, [REDACTED]	
	[REDACTED]	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE - [REDACTED]	[REDACTED]	[REDACTED]
SHELL RENTAL RATE - [REDACTED]	[REDACTED]	[REDACTED]
SHELL RENTAL RATE - [REDACTED]	[REDACTED]	[REDACTED]
OPERATING COSTS	[REDACTED]	

provided notice is given to the Lessor at least 90 days before the end of the original Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

**1.05 DOCUMENTS INCORPORATED IN THE LEASE (APR 2015)**

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	1
PARKING PLAN(S)	1	1
SECURITY REQUIREMENTS - [REDACTED]	4	
GSA FORM 3517B GENERAL CLAUSES	46	
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	2	
PRELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING	12	

**1.06 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEP 2013)**

The Government may elect to make lump sum payments for any or all work covered by the Tenant Improvement (TI) scope. That portion of the rental payments attributable to amortization of the TIs 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 TIs. If the Government elects to make a lump sum payment for the TIs after occupancy, the payment by the Government will result in a decrease in the rent according to the amortization rate over the remaining Firm Term of the Lease.

**1.07 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 5.79 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 2,530 RSF by the total Building space of 43,656 RSF.

1.08 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 \$5.00 per ABOA SF of Space vacated by the Government.

1.09 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

- NO OVERTIME RATES

1.10 24-HOUR HVAC REQUIREMENT (SEP 2014)

A. 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.

1.11 BUILDING IMPROVEMENTS (SEP 2012)

The Government will accept the Space as is. Although there will be improvements after lease award:

- A. Carpet tiles throughout the lease should be steamed and cleaned, if worn out, then will need to be replaced at the Lessor's expense.
- B. Painting will be required every 5 years, unless needed before hand at the Lessor's expense.