

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

4/23/2010

LEASE NO.

GS-03B-09444

THIS LEASE, made and entered into this date by and between

PHILIP J. & ELIZABETH A. HARVEY

whose address is
c/o Venture Programs



and whose interest in the property hereinafter described is that of


hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 6,550 ANSI/BOMA office area square feet (BOASF)/ (7,100 rentable square feet (RSF)) consisting of a portion of the 1st floor of office and related space (as shown on the attached floor plan labeled Exhibit "A") in the building located at 1301 Wrights Lane, West Chester, PA 19380-3442 to be used for such purposes as determined by the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on see Rider Paragraph 14 through see Rider Paragraph 14, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ see Rider Paragraph 14 at the rate of \$ see Rider Paragraph 14 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: PHILIP J. & ELIZABETH A. HARVEY; c/o Venture Programs,  or in accordance with the provision on electronic payment of funds.

4. The Government may terminate this lease in whole or in part at any time after year five (5) of the lease by giving at least ninety (90) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

~~5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

Intentionally Deleted

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- a. All alterations and installations in accordance with the Design Intent Drawings to be provided by the Government.
- b. Construction drawings;;
- c. All How to Offer and Submittal requirements outlined in the attached Section 3;
- d. All utilities, services, and lease administration requirements outlined in the attached Section 4;
- e. All general architectural requirements outlined in the attached Section 6;
- f. All architectural finishes requirements outlined in the attached Section 7;
- g. All mechanical, electrical and plumbing requirements outlined in the attached Section 8;
- h. All fire protection, life safety and environmental management requirements outlined in the attached Section 9 ; and
- i. All lease security standards requirements outlined in the attached Section 10.

7. The following are attached and made a part hereof:

- a. Standard Form 2 - U.S. Government Lease for Real Property
- b. Rider Paragraphs 9-21
- c. SFO 8PA 2105
- d. GSA Form 3517B - General Clauses
- e. GSA Form 3518 - Representations and Certifications
- f. Floor Plan (Exhibit A)

8. ~~The following changes were made in this lease prior to its execution:~~
(Intentionally Deleted)

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: PHILIP J. & ELIZABETH A. HARVEY

BY

(Signature)

(Signature)

IN PRESENCE OF:

(Signature)

(Address)

UNITED STATES OF AMERICA

GENERAL SERVICES ADMINISTRATION

BY

(Signature)

Contracting Officer

(Official title)

STANDARD FORM 2
FEBRUARY 1965 EDITION

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

4/23/2010

LEASE NO.

GS-03B-09444

THIS LEASE, made and entered into this date by and between

PHILIP J. & ELIZABETH A. HARVEY

whose address is



and whose interest in the property hereinafter described is that of

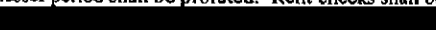
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

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3. The Government shall pay the Lessor annual rent of \$ see Rider Paragraph 14 at the rate of \$ see Rider Paragraph 14 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: PHILIP J. & ELIZABETH A. HARVEY; c/o Venture Programs,  or in accordance with the provision on electronic payment of funds.

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- i. All lease security standards requirements outlined in the attached Section 10.

7. The following are attached and made a part hereof:

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- b. Rider Paragraphs 9-21
- c. SFO 8PA 2105
- d. GSA Form 3517B - General Clauses
- e. GSA Form 3518 - Representations and Certifications
- f. Floor Plan (Exhibit A)

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LESSOR: PHILIP J. & ELIZABETH A. HARVEY

BY

(Signature)

(Signature)

IN PRESENCE OF

(Signature)

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

(Signature)

Contracting Officer
(Official title)

STANDARD FORM 2
FEBRUARY 1965 EDITION

RIDER TO LEASE GS-03B-09444

9. In no event shall the lessor enter into negotiations concerning the space leased with representatives of Federal agencies other than Contracting Officers and their designated representatives of the General Services Administration.

10. The Government shall be entitled to use of twenty-eight (28) on-site non-reserved parking spaces, and six (6) reserved parking spaces for Government Owned Vehicles during the term of the lease. No fee shall be charged for non-reserved or reserved parking spaces.

11. The total percentage of space occupied by the Government under the terms of the lease is equal to 28.40% percent of the total space available in the lessor's building, and will be used as the basis for computing the Government's pro-rata share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause. The percentage of occupancy is derived by dividing the total Government space of 7,100 rentable square feet by the total building space of 25,000 rentable square feet.

12. For purposes of determining the base rate for future adjustments to the operating cost, the Government agrees that the base rate of \$5.50 per rentable square foot, is acceptable. This figure includes the Government's pro-rata share of operating costs.

13. Notwithstanding any other provision of this agreement requiring the Government to give notice to exercise any option contained herein for extension of the lease for additional space in the facility, the lessor shall notify the Contracting Officer, in writing, at least thirty (30) calendar days and no more than sixty (60) calendar days prior to the time the option must be exercised. In the event the lessor fails to notify the Government, as required by this paragraph, the Government shall have the right to exercise the option at anytime prior to the expiration of the lease. If GSA exercises the option to renew the lease, said rental will be based on the amount of operating cost adjustments accrued up to date of renewal and calculation on the basis of the new adjusted base rate for services and utilities.

14. Lessor shall complete the building shell as defined in the lease and complete all alterations, improvements, and repairs required by this lease, and deliver the leased premises ready for occupancy by the Government within 50 working days from the date of notice to proceed with the construction of the tenant improvements. When Lessor has completed all such alterations, improvements,

Lessor   Government

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RIDER TO LEASE GS-03B-09444

and repairs, Lessor shall promptly notify the Contracting Officer, who shall promptly cause the same to be inspected.

Upon the date of completion of such alterations, improvements, and repairs and inspection and acceptance by the Government, the term of this lease shall commence and shall continue for 10 consecutive calendar years. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.

Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 4.1 of the lease, "Measurement of Space" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of:

Years 1 through 5:

Shell Rent: \$142,000.00 per year or \$20.00 per Rentable Square Foot (RSF).

Building Specific Security: \$5,325.00 per year or \$0.75 per rentable square foot

Amortized annual cost for Tenant Improvement Allowance*: \$67,727.00 per year

Interest rate at which Tenant Alterations are amortized: 8%

Annual Cost of Services: \$39,050.00 per year or \$5.50 per Rentable Square Foot (RSF), plus accrued escalations per Paragraph 4.3, "Operating Costs"

Years 6 through 10:

Shell Rent \$152,650.00 per year or \$21.50 per Rentable Square Foot (RSF),

Annual Cost of Services: \$39,050.00 per year or \$5.50 per Rentable Square Foot (RSF), plus accrued escalations per Paragraph 4.3, "Operating Costs"

*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$278,375.00 or \$42.50 per ANSI/BOMA Office Area Square Foot, which is included in the rent, using the 8.0% amortization rate

Lessor

Government

RIDER TO LEASE GS-03B-09444

over the firm term of 5 years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 8.0% amortization rate.

If the Government spends more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.

15. The Government may terminate this lease at any time, in whole or in part, effective after the fifth (5th) full year of occupancy upon 90 calendar days written notice to the lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

16. Free Rent and Brokerage Commission:

In accordance with paragraph 2.2, "Broker Commission and Commission Credit" section of the SFO, Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, Studley has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED].

The Lessor agrees to pay Studley, Inc., 555 13th Street, Suite 420 East, Washington, DC 20004, the Commission less the Commission Credit in the amount of [REDACTED] within 30 days following execution of this lease by the Government.

Lessor   Government

RIDER TO LEASE GS-03B-09444

The shell and building specific security rental portion of the annual rental payments (\$20.75 per RSF x 7,100 RSF = \$147,325.00 or \$12,277.083 per month) due and owing under Paragraph 16 of this lease rider shall be reduced to fully recapture the Commission Credit. The total reduction in shell rent related to the commission credit is [REDACTED] and shall be deducted from the first three (3) months of the rental payments as indicated in the following schedule of adjusted Monthly Rent:

- First Month's Rental Payment of \$21,175.75 minus prorated Commission Credit of [REDACTED] equals [REDACTED] as the adjusted First Month's Rent.

-Second Month's Rental Payment of \$21,175.75 minus prorated Commission Credit of [REDACTED] equals [REDACTED] as the adjusted Second Month's Rent.

-Third Month's Rental Payment of \$21,175.75 minus prorated Commission Credit of [REDACTED] equals [REDACTED] as the adjusted Third Month's Rent.

17. In accordance with Paragraph 5.2 "Tenant Improvement Pricing Requirements" and Paragraph 3.2B, "Tenant Improvements Included In Offer" of the Lease, the Lessor's Tenant Improvement Fees are established as follows:

- 1) General Conditions charged by the Lessor's General Contractor for Tenant Improvements requested by the Government is 7.0% of Total Subcontractors' costs.
- 2) General Contractor's fee charged by the Lessor for Tenant Improvements requested by the Government is 6.0% of Total Subcontractors' costs.
- 3) Architectural/engineering fees charged by the Lessor for Tenant Improvements are \$2.50 per ABOA.
- 4) Project Management fees charged by the Lessor for Tenant Improvements requested by the Government is 5.0% of Total Tenant Improvement Construction Costs.

18. In accordance with Paragraph 4.6, "Overtime Usage", of the lease, the additional cost to the Government for overtime use of Government leased space is \$45.00 per hour.

Lessor [Signature] Government [Signature]

RIDER TO LEASE GS-03B-09444

19. In accordance with Paragraph 4.4, "Adjustment for Vacant Premises", of the lease, if the Government fails to occupy any portion of the lease premises or vacates the premises in whole or in part prior to expiration of the terms of the lease, the rental rate for the vacated portion of the space will be reduced by \$2.00 per ANSI/BOMA Office Area square foot.

20. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove same if so desired. In the event such are not removed by the Government at the end of this lease term, or any extension thereof, title shall vest in the Lessor and all right of restoration waived.

21. Definitions:

- A. Where the word "Offeror" appears it shall be considered "Lessor"
- B. Where the word "should" appears it shall be considered to be "shall"
- C. Where the word(s) "Solicitation" or "Solicitation for Offers" appears it shall be considered to be "Lease"

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