

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

March 30, 2011

LEASE NO.

GS-03B-11324

THIS LEASE, made and entered into this date by and between Griswold Enterprises, Inc

Griswold Enterprises, Inc.
whose address is 3820 Liberty Street
Erie, PA 16509-1473

and whose interest in the property hereinafter described is that of the Owner

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:

5,305 Rentable Square Feet yielding approximately 5,305 ANSI/BOMA Office Area square feet and related space located on the 1st Floor, at the 1314 Griswold Plaza, Erie PA 16501-9998, together with 2 surface parking spaces

to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 1, 2011 through December 31, 2015 subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ 74,498.03 at the rate of \$6,208.16 per month in arrears.

The total annual rent of \$74,498.03 breaks down as follows*:

Shell Rent: \$45,782.15 per year or \$8.63 per ANSI/BOMA Office Area Square Foot (ABOA)

Annual Cost of Services: \$27,586 per year or \$5.20 per ANSI/BOMA Office Area Square Foot (ABOA) plus accrued escalations per Paragraph 3.2 "Operating Costs"

Parking: \$1,129.88 per year or \$.21 per space/annually

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Griswold Enterprises, Inc.
3820 Liberty Street
Erie, PA 16509-1473

4. The Government may terminate this lease in whole or in part effective at any time by giving at least 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.


LESSOR

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- 6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
 - A. All services, utilities, maintenance, operations, and other considerations as set forth in this lease.

- 7. The following are attached and made a part hereof:
 - A. Rider to Lease GS-03B-11324
 - B. Solicitation for Offers # 1PA2003
 - C. GSA Form 3517, "General Clauses" version dated 1/1/2011
 - D. GSA Form 3518, "Representations and Certifications" version dated 1/1/2011
 - E. Floor plan dated 1/1/2011

This lease contains 35 pages

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

LESSOR
BY 

3820 Liberty St. ERIE, PA 16509
(Address)

IN PRESENCE OF:


3820 Liberty St., Erie, PA 16509
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE

B 

Contracting Officer
(Official title)

RIDER TO LEASE GS-03B-11324

ATTENTION REALTY SPECIALISTS: THERE IS HIDDEN BLUE TEXT IN THIS DOCUMENT. DELETE THIS NOTIFICATION WHEN PRINTING.

8. 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.

9. The total percentage of space occupied by the Government under the terms of the lease is equal to 9.64% 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 5,305 rentable square feet by the total building space of 55,000 rentable square feet.

10. For purposes of determining the base rate for future adjustments to the operating cost, the Government agrees that the base rate of \$5.20 per ANSI/BOMA Office Area (ABOA) square foot, is acceptable. This figure includes the Government's pro-rata share of operating costs.

11. 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.

12. 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"

Lessor

AJS

Government

AN

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