

**LEASE NO. GS-03B-12048**

Succeeding/Superseding Lease  
GSA FORM L202 (January 2012)

This Lease is made and entered into between

**Szeles Building and Leasing Company**

("the Lessor"), whose principal place of business is 945 East Park Drive, Suite 201, Harrisburg, PA 17111-2804, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the 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:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**3905 Hartzdale Drive, Suite 201  
Harrisburg, PA 17011-7837**

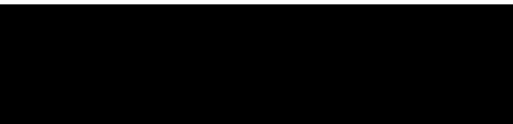
and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein.

**LEASE TERM**

To Have and To Hold the said Premises with their appurtenances for the term beginning August 1, 2012 and continuing through July 31, 2022,

subject to termination and renewal rights as hereinafter set forth in clause 1.05 & 1.06, to be used for such purposes as determined by GSA.

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.

FOR THE L 

Name: BRIAN J SZELES  
Title: PARTNER  
Date: 8-23-2012

FOR 

Carrie Vineberg  
Lease LCO  
Date: 9-5-12

WIT 

Name: TOD SHUTT  
Title: MANAGER  
Date: 8-23-2012

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

**1.01 THE PREMISES (SUCCEEDING) (SEPT 2011)**

Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this lease. These exceptions include, but are not limited to, security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the lease paragraphs and attached General Clauses.

The Premises are described as follows:

Office and Related Space: 3238 rentable square feet (RSF), yielding 3138 ANSI/BOMA Office Area (ABOA) square feet of office and related space, located on the 1st floor(s) and known as Suite(s) 201, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

**1.02 EXPRESS APPURTENANT RIGHTS (SEPT 2011)**

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards.

**1.03 RENT AND OTHER CONSIDERATION (SUCCEEDING) (SEPT 2011)**

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

	FIRM TERM YEARS 1-5		SOFT TERM YEARS 6-10	
	8/1/2012 - 7/31/2017		8/1/2017 - 7/31/2022	
	Annual Rent	Annual Rate/RSF <sup>1</sup>	Annual Rent	Annual Rate/RSF <sup>1</sup>
Shell Rent	\$48,829.00	\$15.08	\$53,427.00	\$16.50
Operating Costs <sup>2</sup>	\$12,689.04	\$3.92	\$12,689.04	\$3.92
<b>Total Annual Rent</b>	<b>\$61,518.04</b>	<b>\$19.00</b>	<b>\$66,116.04</b>	<b>\$20.42</b>

<sup>1</sup>Rates may be rounded.

<sup>2</sup>Operating Costs will escalate according to clause 2.08 Operating Cost Adjustment

B. 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.

C. Rent shall be paid to the 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.

D. The 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 "Paragraph 1.01 The Premises" created herein;
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.

**1.04 INTENTIONALLY DELETED**

**1.05 TERMINATION RIGHTS (SUCCEEDING) (SEP 2011)**

The Government may terminate this Lease, in whole or in parts, at any time effective after July 31, 2017 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.

~~**1.06 RENEWAL RIGHTS (SEPT 2011)**~~

~~This Lease may be renewed at the option of the Government for a term of 5 YEARS at the following rental rate(s):~~

*INTENTIONALLY DELETED*  
*8-23-2012*  
*(BTS)*  
*CV 8-5-12*

OPTION TERM, YEARS 11-16		
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	\$53,427.00	\$16.50
OPERATING COST	OPERATING COST BASIS SHALL CONTINUE FROM YEAR 10 OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

INTENTIONALLY DELETED  
 (BJS) 8-23-2012  
 (C) 9-5-12

provided written email/letter 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 force and effect during any renewal term.

**1.07 DOCUMENTS INCORPORATED BY REFERENCE (SEPT 2011)**

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
ADDITIONAL SECURITY REQUIREMENTS	2	B
GSA FORM 3517B GENERAL CLAUSES	48	C
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIDNS	7	D

**1.08 INTENTIONALLY DELETED**

**1.09 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (SEPT 2011)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 4.63 percent. The percentage of occupancy is derived by dividing the total Government space of 3238 RSF by the total building space of 70,000 rentable square feet.

**1.10 OPERATING COST BASE (SEPT 2011)**

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$3.92 per rentable sq. ft (\$12,689.04/annum).

**1.11 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEPT 2011)**

In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased 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 \$1.50 per ABOA sq. ft. of space vacated by the Government.

**1.12 HOURLY OVERTIME HVAC RATES (SEPT 2011)**

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

- \$0.00 per hour per zone
- Number of zones: 1
- \$ 0.00 per hour for the entire space.

**1.13 INTENTIONALLY DELETED**

**1.14 ADDITIONAL BUILDING IMPROVEMENTS (SEPT 2011)**

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire Protection and Life Safety, Seismic, and Energy Efficiency) within 30 days of lease commencement:

- A. Upgrade all light fixtures to energy efficient tubes and ballasts in leased space.
- B. Repaint see clauses 3.26 & 5.07
- C. Replace Carpet see clauses 3.28 & 5.08
- D. Install Shatter-Resistant Window Protection per paragraph 2 of Exhibit B. Provide GSA with certification of the firm.

Once all above work is completed the lessor shall notify GSA in writing. Upon notice of completion GSA will inspect the space to verify all work has been completed.