

**LEASE NO. GS-03B-12058**

Succeeding/Superseding Lease  
GSA FORM L202 (6/12)

*DB. WBSIC*

This Lease is made and entered into between Kohlhepp Real Estate Investment Trust, Ltd, President  
**DANIEL B. KOHLHEPP, (Lessor)**

whose principal place of business is Kohlhepp Real Estate Investment Trust, LTD, 201 Beaver Drive, P.O. Box 544, Dubois, PA 15801-0544 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

**Park Place, 203 North Brady Street, Dubois, PA 15801-2419, (Address)**

and more fully described in **Section 1 and Exhibit D**, 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 either upon **August 1, 2012** 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 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 LESSOR:**

[Redacted Signature]

Name: President  
Kohlhepp Real Estate Investment Trust, LTD

Date: July 27, 2012

**FOR THE GOVERNMENT:**

[Redacted Signature]

Name: Debra Bazali  
Title: Lease Contracting Officer  
General Services Administration, Public Buildings Service

Date: July 30, 2012

**WITNESSED FOR THE LESSOR BY:**

[Redacted Signature]

Name: LORI SWOPE

Title: OFFICE MANAGER

Date: 7/27/12

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.

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

**1.01 THE PREMISES (SUCCEEDING) (JUN 2012)**

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 and attached General Clauses.

The Premises are described as follows:

A. Office and Related Space: 1,918 rentable square feet (RSF), yielding 1,668 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the Ground Floor of the Building, as depicted on the floor plan(s) attached hereto as Exhibit D.

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 (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 use the following:

A. Parking: Ample parking spaces as depicted on the plan attached hereto as Exhibit D are unreserved outside/surface parking. In addition, Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: Intentionally deleted.

**1.03 RENT AND OTHER CONSIDERATION (JUN 2012)**

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>	\$12,467.00	\$12,467.00
OPERATING COSTS <sup>2</sup>	\$13,905.50 W/ESCALATIONS	\$13,905.50 W/ESCALATIONS
BUILDING SPECIFIC SECURITY <sup>4</sup>	NONE	NONE
PARKING <sup>5</sup>	FREE AMPLE PARKING	FREE AMPLE PARKING
<b>TOTAL ANNUAL RENT</b>	<b>\$26,372.50</b>	<b>\$26,372.50</b>

<sup>1</sup>Shell rent (Firm Term) calculation: \$6.50 per RSF multiplied by 1,918 RSF

<sup>2</sup>There is no Tenant Improvement Allowance.

<sup>3</sup>Operating Costs rent calculation: \$7.25 per RSF multiplied by 1,918 RSF

<sup>4</sup>There is no Building Specific Security Costs under this lease.

<sup>5</sup>Free outside-structure ample parking described under sub-paragraph G below.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 1,668 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

D. 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.

E. 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 in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

F. 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;

LESSOR:  GOVERNMENT: 

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.

G. Free Outside/Structure Ample Parking is provided.

1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)~~ INTENTIONALLY DELETED.  
 1.05 ~~TERMINATION RIGHTS (AUG 2011)~~

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.

1.06 RENEWAL RIGHTS (AUG 2011)

This Lease may be renewed at the option of the Government for a term of 0 YEARS at the following rental rate(s):

OPTION TERM, YEARS 0	
	ANNUAL RENT      ANNUAL RATE / RSF
SHELL RENTAL RATE	\$0                      \$0
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM YEAR 0 OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.

provided notice is given to the Lessor at least 0 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 IN THE LEASE (JUN 2012)

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

DOCUMENT NAME	No. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	D
SECURITY REQUIREMENTS	1	
GSA FDRM 3516A SOLICITATION PROVISIONS	5	
GSA FORM 3517B GENERAL CLAUSES	46	
GSA FORM 3518A, REPRESENTATIONS AND CERTIFICATIONS	7	

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2011)

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.

1.09 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 26.5 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 1,918 RSF by the total Building space of 7,238 RSF.

1.10 ~~ESTABLISHMENT OF TAX BASE (JUN 2012)~~ INTENTIONALLY DELETED.

~~The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment paragraph of the Lease is \$~~

1.11 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$7.25 per RSF (\$13,905.50/annum).

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1.14 ~~24-HOUR HVAC REQUIREMENT (APR 2011)~~ INTENTIONALLY DELETED

1.15 ~~BUILDING IMPROVEMENTS (JUN 2012)~~ INTENTIONALLY DELETED