

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

May 6, 2009

LEASE NO.

GS-03B-09361

THIS LEASE, made and entered into this date by and between
Crums Mill Road Limited Partnership .

whose address is:
5351 Jaycee Avenue
Harrisburg, PA 17112

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

8,450 ANSI/BOMA square feet (approximately 9,717 Rentable square feet) of office space located on the 2nd floor at Crums Mill Business Park, 4050 Crums Mill Road, Harrisburg, PA 17112.

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

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on
(See Lease Rider paragraph 12) through (See Lease Rider paragraph 12), subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of (See Lease Rider paragraph 12) at the rate of (See Lease Rider paragraph 12) in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Triple Crown Corporation
5351 Jaycee Avenue
Harrisburg, PA 17112

4. The Government may terminate this lease in whole or in part at any time after the fifth full year of occupancy 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.

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

One renewal option of five years at an annual rate of \$20.83 per ANSI/BOMA, plus accrued escalations per Paragraph 3.2 Tax Adjustment and Paragraph 3.4 Operating Costs.

provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

SCANNED

Initials:

JD
Lessor

JAN
Government

PAGE

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

A. All service, maintenance, utilities and other considerations as may be hereinafter set forth.

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

- A. Standard Form 2
- B. Rider to Lease GS-03B-09361
- C. Amendment 3,2, &1
- D. SFO Number 8PA2074
- E. GSA Form 3517, General Clauses
- F. GSA Form 3518, Representations and Certifications
- G. Floor plan dated April 3, 2009

This Lease contains fifty-nine (59) pages.

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

LESSOR Crums Mill Road Limited Partnership

BY Joseph Scudlo
(Signature)

(Signature)

IN PRESENCE OF:

C. Kuffelinger
(Signature)

5351 Joyce Ave, H06, PA 17112
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY [Signature]
(Signature)

Contracting Officer
(Official title)

STANDARD FORM 2

[Handwritten initials]

RIDER TO LEASE GS-03B-09361

13. The Government may terminate this lease in whole or in part at any time after the fifth full year of occupancy upon 90 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.

14. Common Area Factor

The Common Area Factor of this building for this Government lease that is applied to the ANSI/BOMA Office Area square feet to determine the rentable square feet for this letter of acceptance is 1.15%. Actual Common Area Factor of this building for this Government lease that shall be applied to the ANSI/BOMA Office Area square feet shall be determined upon Governments acceptance of Engineer Certified plans submitted by Lessor.

15. Within thirty (30) calendar days after occupancy, Lessor must submit Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease and identifying entrances, exits, stairs, windows, partitions, closets, etc.

16. In accordance with Paragraph 7.3 of the lease, the additional cost to the Government for overtime use of Government leased space for HVAC services is \$0.00 per hour.

17. 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.

18. The lessors overhead and profit is 10%.

19. 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

(P)

Government

JAN

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