

**LEASE NO. GS-03P-LPA12103**

Succeeding/Superseding Lease  
GSA FORM L202 (October 2012)

This Lease is made and entered into between

**Greentree Parkway Associates, LP**

(Lessor), whose principal place of business is **875 Greentree Road, Building Seven, Suite 750, Pittsburgh, Pennsylvania, 15220-3508** 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

**875 Greentree Parkway,  
Building Seven, Suite 250  
Pittsburgh, Pennsylvania, 15220-3508**

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, 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 on October 1, 2013 and continuing for a period of

**10 Years, 5 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 

Name: Lee W. Baird

Title: Partner

Date: 8/5/13

**FOR THE GOVERNMENT:**  


Rachel Wallen

Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 8/15/13

**WITNESSED FOR THE LESSOR BY:**  


Name: Lee W. Baird

Title: Property Manager

Date: 8/5/13

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.

**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:** 3,980 rentable square feet (RSF), yielding 3,462 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 2nd floor and known as Suite 250, of the Building, as depicted on the floor plan attached hereto as Exhibit A.

B. **Common Area Factor:** The Common Area Factor (CAF) is established as 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:** 7 Structured/inside parking spaces, reserved for the exclusive use of the Government. 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.

**1.03 RENT AND OTHER CONSIDERATIONS (SEP 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>                          | \$48,875.45        | \$56,157.80        |
| TENANT IMPROVEMENTS RENT <sup>2</sup>            | \$ 7,440.35        | \$0.00             |
| OPERATING COSTS <sup>3</sup>                     | \$ 20,655.76       | \$ 20,655.76       |
| BUILDING SPECIFIC AMORTIZED CAPITAL <sup>4</sup> | \$ 1,275.49        | \$0.00             |
| PARKING <sup>5</sup>                             | \$ 4,200.00        | \$ 4,200.00        |
| <b>TOTAL ANNUAL RENT</b>                         | <b>\$82,447.05</b> | <b>\$81,103.56</b> |

<sup>1</sup> Shell rent (Firm Term) calculation: \$12.28 per RSF multiplied by 3,980 RSF. (Rate is rounded)  
<sup>2</sup> The Tenant Improvement Cost of \$31,500.00 is amortized at a rate of 6.75 percent per annum over 5 years.  
<sup>3</sup> Operating Costs rent calculation: \$5.19 per RSF multiplied by 3,980 RSF. (Rate is rounded.)  
<sup>4</sup> Building Specific Amortized Capital (BSAC) of \$5,400.00 is amortized at a rate of 6.75 percent per annum over 5 years  
<sup>5</sup> Parking costs described under sub-paragraph E below

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

C. 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.

D. 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.

E. 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;
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.

E. Parking shall be provided at a rate of \$50 per structured parking space per month

**1.04 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 120 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 INTENTIONALLY DELETED**

**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            | A       |
| SECURITY REQUIREMENTS FOR LEVEL 2                 | 5            | B       |
| FDA FACILITY SECURITY REQUIREMENTS                | 11           | C       |
| GSA FORM 3517B GENERAL CLAUSES                    | 46           | D       |
| GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS | 10           | E       |

**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 INTENTIONALLY DELETED**

**1.10 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2012)**

The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent 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 a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

**1.11 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 1.39 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 3,980 RSF by the total Building space of 285,654 RSF.

**1.12 INTENTIONALLY DELETED**

**1.13 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 \$5.19 per RSF (\$20,655.76/annum). (Rate per RSF is rounded)

**1.14 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)**

In accordance with the paragraph 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 \$2.53 per ABOA SF of Space vacated by the Government.

**1.15 HOURLY OVERTIME HVAC RATES (AUG 2011)**

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

- \$26 per hour for the entire Space.

#### 1.16 INTENTIONALLY DELETED

#### 1.17 BUILDING IMPROVEMENTS (SEP 2012)

The Lessor shall complete the following additional Building improvements prior to acceptance of the Space:

- A. The following Tenant Improvements and Building Specific Amortized Capital work must be completed within **one-hundred and twenty (120) days after the Lease Award Date.**
1. Repaint, see clauses 3.26 & 5.07.
  2. Replace carpet, see clauses 3.28 & 5.08.
  3. Install [REDACTED] within FDA's suite. See Exhibit B (Additional Security Requirements), Item 8

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.

- B. The following Energy efficient improvements must be completed as replacements and remodels become due.
1. Interior lighting retrofits (T-12 to T-8's or better)
  2. HVAC Damper and Controller Repair and replacement
  3. Occupancy sensors in all new build-outs
  4. Upgrading compressors as needed and replacing with new R407C
  5. Building automation HVAC Andover System
  6. Roof section replacements

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## SECTION 2 GENERAL TERMS, CONDITIONS AND STANDARDS

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### 2.01 DEFINITIONS AND GENERAL TERMS (JUN 2012)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Building. The building(s) situated on the Property in which the Premises are located shall be referred to as "the Building(s)."
- C. Common Area Factor (CAF). The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF - 10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- D. Contract. Contract and contractor means Lease and Lessor, respectively.
- E. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- F. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- G. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- H. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the Lease term commences.
- I. Lease Award Date. The Lease Award Date means the date that the Lease is executed by the LCO (and on which the parties' obligations under the Lease begin).