

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-03P-LPA00101
ADDRESS OF PREMISES 4641 Westport Drive Mechanicsburg, PA 17055-4843	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between  
SHEESLEY PARK FOR SANDRA PRAHL TR10173141BN8

whose address is: 28 PENN SQUARE, 2<sup>ND</sup> FLOOR  
LANCASTER, PA 17603-3870

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to Accept the Tenant Improvements as Substantially complete.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective, November 1, 2018, as follows:

The following language is added to the lease:

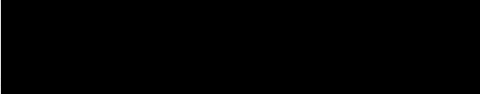
**Acceptance of Tenant Improvements:**

The tenant improvements have been *substantially* completed and the Government accepts the leased premise on August 1, 2018. The Lessor and the Government agree that the requirements specifically identified in Attachment "A", *GSA Form 1204 - Condition Survey Report* of this lease amendment have not been met and these items are deficiencies. The Lessor agrees to cure these deficiencies by December 1, 2018. In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. No extensions will be granted.

This Lease Amendment contains 5 pages including Attachment 'A'

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

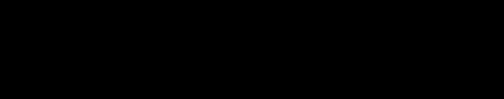
**FOR THE LESSOR:**

Signature:   
Name: SANDRA K. PRAHL  
Title: \_\_\_\_\_  
Entity Name: \_\_\_\_\_  
Date: 10/25/18

**FOR THE GOVERNMENT:**

Signature:   
Name: Meghan Kang  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 10/26/2018

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: DIANE E. VODA  
Title: CROSSGATES MANAGEMENT INC V.P.  
Date: 10/25/18

**Paragraph 1.03 RENT AND OTHER CONSIDERATION of the Lease is hereby deleted in their entirety and replaced with the following:**

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

	2/1/2018 –10/31/2018	11/1/2018 – 1/31/2023	NON FIRM TERM 2/1/2023 – 1/31/2028
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$415,821.60	\$415,821.60	\$447,051.00
TENANT IMPROVEMENT RENT <sup>2</sup>	\$0.00	\$162,517.56	\$0.00
OPERATING COSTS <sup>3</sup>	\$119,997.90	\$119,997.90	\$119,997.90
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$0.00	\$0.00	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$535,819.50</b>	<b>\$698,337.06</b>	<b>\$567,048.90</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) **19.44** per RSF multiplied by **21,390** RSF

(Non Firm Term) **\$20.90** per RSF multiplied by **21,390** RSF

<sup>2</sup>The Tenant Improvement Allowance of **\$636,882.05** shall be amortized at a rate of **3.8** percent per annum over s starting on November 1, 2018.

<sup>3</sup>Operating Costs rent calculation: **\$5.61** per RSF multiplied by **21,390** RSF (rounded)

<sup>4</sup>The Building Specific Amortized Capital (BSAC) of **\$0.00** are amortized at a rate of **3.8** percent per annum over **4.5** years starting on November 1, 2018.

<sup>5</sup>Parking is included in the shell rental rate.

**Paragraph 1.04 - BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015), OF THE LEASE IS HEREBY DELETED IN IT'S ENTIRETY AND REPLACED WITH THE FOLLOWING:**

A. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable to the Commission Agreed signed between the two parties. Only [REDACTED] of the Commission will be payable to JLL (Jones Lang LaSalle Americas, Inc.) with the remaining [REDACTED] which is the Commission Credit, to be credited to the Shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in Shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 10 Rental Payment **\$58,194.75** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 10<sup>th</sup> Month's Rent.\*

Month 11 Rental Payment **\$58,194.75** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 11<sup>th</sup> Month's Rent.\*

Month 12 Rental Payment **\$58,194.75** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 12<sup>th</sup> Month's Rent.\*

Month 13 Rental Payment **\$58,194.75** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 13<sup>th</sup> Month's Rent.\*

\* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

**Change Orders:**

The following changes orders in the total amount of **\$24,367.50** have been reviewed and found fair and reasonable.

INITIALS: SKP & \_\_\_\_\_  
LESSOR LESSOR GOVT

C/O #	Date	Description	Amount
1	6/12/18	Floor Mounted Urinal Screen	[REDACTED]
2	7/2/18	Vestibule Tile	
3	7/10/18	Window Film	
4	8/1/18	Interior Signage	
5	8/1/18	Chair Rail	
6	8/1/18	Painting Under Chair Rail	
7	8/25/18	Security Precon Costs – Design Costs	
8	8/25/18	Security Precon Costs - [REDACTED]	
9	8/25/18	Security Precon Costs - [REDACTED]	
<b>TOTAL</b>			<b>\$24,367.50</b>

**Total Cost for Tenant Improvements and method of payment:**

The Government and Lessor agree the total cost for the Tenant Improvements, including all TI change orders identified above, is **\$636,882.05**. The full amount of **\$636,882.05** shall be amortized in the rent at the rate of 3.8% over 51 months starting on November 1<sup>st</sup>, 2018.

**All other terms and conditions shall remain in full force and effect.**

INITIALS: SEP & [Signature]  
LESSOR GOVT