

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No.2 Page 1 of 3	DATE MAR 08 2012
	TO LEASE NO. GS-03B-09413	
ADDRESS OF PREMISE Broad and New Professional Building 1 East Broad Street Bethlehem, PA 18018-5913	Pegasys Document Number (PDN) PS0021879	

THIS AGREEMENT, made and entered into this date by and between

whose address is
Broad & New Development Associates, LP
559 Main Street, Suite 300
Bethlehem, PA 18018-5810

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 establish the square footage, lease term and rental.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective February 16, 2012 as follows:

A. Paragraph 1 of the Lease is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof the following:

"1. The Lessor hereby leases to the Government the following described premises:

1,494 ANSI/BOMA Office Area square feet (1,673 rentable square feet) of office and related space in Suite 200 at the Broad & New Professional Building, 1 East Broad Street, in Bethlehem, PA 18018-5913, together with one (1) free surface parking space, to be used for such purposes as may be determined by the General Services Administration."

B. Paragraph 2 of the Lease is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on February 16, 2012 through February 15, 2022, subject to termination and renewal rights as may be hereinafter set forth."

C. Paragraph 3 of the Lease is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof the following:

"3. The Government shall the pay the Lessor annual rent of \$45,762.87, at the rate of \$3,813.57 per month in arrears: The annual rent consists of the following:

Years 1 to 5:

Shell Rent: \$23,844.24 per year,

Tenant Improvement Allowance of: \$124,080.11; \$62,748.00 is to be amortized in the rent over sixty (60) months at an interest rate of 5%; amortized annual cost for Tenant Improvement Allowance is: \$14,209.59.

All other terms and conditions of the lease shall remain in force and effect.

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

LESSOR: Broad & New Development Associates, L.P.

A Pennsylvania Limited Partnership.

Management Corp, its General Partner

BY _____

Managing Member
(Title)

IN THE P _____

559 Main Street Suite 300 Bethlehem PA 18018
(Address)

UNITED STATES OF AMERICA

Administration, PBS

BY _____

Contracting Officer
(Official Title)

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The tenant improvement balance of \$61,332.11 is to be paid via a one-time lump sum payment (See Invoice Requirements).

Interest rate at which Tenant Alterations are amortized: 5%

Annual Cost of Services: \$7,709.04 per year, plus accrued escalations per Paragraph 4.3, "Operating Costs"

GSA and the Lessor agree to a first month's rent credit in the amount of \$1,372.18 as full and final resolution to any and all change orders.

Years 6 to 10:

Shell Rent: \$24,441.84 per year,

Annual Cost of Services: \$7,709.04 per year, plus accrued escalations per Paragraph 4.3, "Operating Costs"

Rent for a lesser period shall be prorated. Rent checks shall be payable to:

Broad & New Development Associates, L.P.
Lockbox Account
For the benefit of The Bancorp Bank
1818 Market Street, 28th Floor
Philadelphia, PA 19103

D. Upon completion of the work, the Lessor shall contact the lease contracting officer for an inspection. After inspection and acceptance of the work by the Government, a properly executed original invoice in the amount of \$61,332.11 shall be forwarded to:

General Services Administration (GSA)
Greater Southwest Region (7BC)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must also be mailed to the Lease Contracting Office at:

GSA, Public Buildings Service
Real Estate Acquisition Division
20 North 8th Street, 8th Floor
Philadelphia, PA 19107-3191
ATTN: Jean Starr Forcinito (3PRNK)

For an invoice to be considered proper, it must:

1. Be received after the execution of this SLA,
2. Reference the Pegasys Document Number (PDN) specified on this form (PS0021879),
3. Include a unique, vendor-supplied, invoice number,
4. Indicate the exact payment amount requested, and
5. Specify the payee's name and address.

NOTE: The payee's name and address must exactly match the Lessor's name and address listed on this Supplemental Lease Agreement (SLA).

Payment in the amount of \$61,332.11 shall be due within thirty (30) calendar days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

INITIALS

[Signature]
LESSOR

[Signature]
GOV'T

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E. The following Lease Paragraphs shall be deleted in their entirety:

Page 5 of Lease Contract, Lease Rider Paragraph 16

Page 26 of Lease Contract, Lease Paragraph 4.8

Initials:

[Signature] & *[Signature]*
Lessor Gov't

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