*				
GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL	DATE		
PUBLIC BUILDING SERVICES	AGREEMENT			
	No. 05	4/7/11		
SUPPLEMENTAL LEASE AGREEMENT				
	TO LEASE NO.			
	GS-03B- 09424			
ADDRESS OF PREMISE Schuylkill Mall				
830 Schuylkill Mall				
Frackville, PA 17931-2502				
	THIS AGREEMENT, made and entered into this date by and between			
Empire Schuylkill, LP				
		(
whose address is 633 West Germantown Pike, Suite				
Plymouth Meeting, PA 19462-1032		; :		
been and the least and the UNITED CTATES OF	TAMEDIOA Lastinda allad	44 - 0 - 1 - 1		
hereinafter called the Lessor, and the UNITED STATES OF	- AMERICA, nereinaπer called	ine Government:		
WHEREAS, the parties hereto desire to amend the above I	ease to establish the square	footage lease term rental rate		
and broker commission, clarify lease language and giv				
and broker commession, claimy reace language and giv	e notice to proceed for origing	,00,000		
NOW THEREFORE, these parties for the considerations he	ereinafter mentioned covenant	and agree that the said Lease is		
amended, effective March 16, 2011, as follows:				
 A. Paragraph 1 of the Lease is hereby amended b 	y deleting the existing text and	inserting in lieu thereof the		
following:				
	•			
 The Lessor hereby leases to the Gover 				
7000 ANSI/BOMA Office Area square feet				
floor of the Schuylkill Mall at 830 Schuylkill				
may be determined by the General Service				
Government are twenty three (23) on-site reserved parking spaces for exclusive use of official Government				
vehicles, as well as thirty (30) additional su	irrace parking spaces available	for employees, and visitors.		
All other terms and conditions of the lease shall remain in f	orce and effect			
This SLA consists of 4 pages.				
This our consists of 4 pages.				
IN WITNESS WHEREOF, the parties subscribed their nam	es as of the above date.			
in the second se	<u> </u>			
LESSOR: Empire Sehmiltill LD				
BY	LAWRENCE R. ZIP	t Iresch		
(Sign	FAMEL MAN OG SM	Eliterates associates up		
		r for Losson		
IN THE PRESE	•			
	193 M Idma a			
		Myour piece, suite 200		
(Signature)	_	(Address)		
UNITED STATES OF AMERICA General Services Admi	nietration Bublic Buildings S	Fried PA 19462		
Gigit Gervices Admi	modadon, Fublic bulldings a	iei Aice		
BY	Contr	acting Officer		
		(Official Title)		
	· ·	(2)		

& Government

Supplemental Lease Agreement Number: 05	
Lease Number: GS-03B-09424	

- **B.** Paragraph 2 of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:
 - "2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on <u>March</u> <u>16, 2011 through March 15, 2021</u>, 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 and by inserting in lieu thereof the following:
 - *3. The Government shall pay the Lessor annual rent as follows:

Date	Annual Rent	Monthly Rent
3/16/2011 – 3/15/2016	\$*227,017.24	\$18,918.10
3/16/2016 - 3/15/2021	\$*165,550.00	\$13,795.83

^{*}Plus accrued CPI operating costs escalation.

Annual Rates above reflect the following breakdown:

Shell (yrs 1-5): \$117,250.00 (\$16.75 per ANSI/BOMA Office Area sf) Shell (yrs 6-10): \$123,550 (\$17.65 per ANSI/BOMA Office Area sf) Operating Costs: \$42,000 (\$6.00 per ANSI/BOMA Office Area sf)

Tenant Improvements (TI) amortization (yrs 1-5): \$67,767.24** (\$9.68 per ABOA sf)
**Reflects amortization of \$299,252.85 over 60 months, at 5%

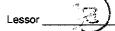
Rent shall be paid in arrears. Rent for the lesser period shall be prorated. Rent shall be payable to:

Empire Schuylkill, LP 633 West Germantown Pike, Suite 200 Plymouth Meeting, PA 19462-1032."

"19. In accordance with Paragraph 2.4 of the lease. "Broker Commission and Commission Credit*, the Lessor and Jones Lang LaSalle (the Broker) have agreed to a cooperating lease commission of based on Aggregate Lease Value over firm term. The total amount of this commission is commission is (Gross Commission). For the benefit of the Government, and in accordance with terms of the GSA National Broker Contract, the Broker has agreed to forego of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit is The Lessor agrees to pay the Commission less the Commission Credit, i.e., (Net Commission), to the Broker in two (2) installments, fifty percent (50%) upon receipt of

D. Paragraph 19 of the Lease is hereby amended by deleting the existing text and by inserting in lieu thereof the

invoice following lease execution and the remaining fifty percent (50%) upon receipt of invoice following beneficial occupancy. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. To fully capture the Commission Credit, offset against shell rate component in the first month's rental payment will occur as follows:



& Government



Supplemental Lease Agreement Number: 05
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First Month's Rental Payment of \$18,918.10 (which includes \$9,770.83 Shell) minus
Commission Credit equals

After one month, the full Commission Credit is captured and regular monthly payments of
\$18,918.10 will ensue."

E. Paragraph 8.6 A. 2. f. of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

"f. ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 3 feet, 8 inches;"

F. This SLA serves as a Notice to proceed (NTP) for the attached change order.

The summary of costs associated with Change Order 5 is \$1,998.75 including the General Contractor's fee (4%) and the Lessor's fee (2.5%).

The breakdown of costs is reflected in Attachment 1 "Construction Change Authorization.