

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICES
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
No. 1
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DATE

1.31.11

TO LEASE NO.

GS-03B-09465

ADDRESS OF PREMISE
Commerce Towers, 300 North Second Street
Harrisburg, PA 17101-1313

Pegasys Document Number (PDN)

THIS AGREEMENT, made and entered into this date by and between **Second and Pine Investments, LLC**

whose address is 4718 Gettysburg Road, STE 400
Mechanicsburg, PA 17055-4378

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 annual rent.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, Effective upon execution by the government as follows:

A. Paragraph 1 of Standard Form 2 of the Lease is hereby amended by deleting the existing text in its entirety and inserting the following in lieu thereof:

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

1,337 Rentable Square Feet yielding 1,030 ANSI/BOMA Office Area square feet and related space located on the seventh floor, at Commerce Tower, 300 North Second Street, Harrisburg, Pennsylvania 17101-1313 to be used for such purposes as determined by the General Services Administration."

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

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on November 8, 2010 through November 7, 2020, subject to termination and renewal rights as may be hereinafter set forth."

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

BY

IN

(Signature)

Peer

(Title)

4718 Gettysburg Road, Suite 401, Mechanicsburg, PA 17055

(Address)

UNITED STATES OF AMERICA General Services Administration, PBS

BY

Contracting Officer
(Official Title)

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C. Paragraph 3 of Standard Form 2 of the Lease is hereby amended by deleting the existing text in its entirety and inserting the following in lieu thereof:

"3. The Government shall pay the Lessor annual rent as established in the table below, monthly, in arrears, as follows:

Year	Annual Amount	Monthly Amount
Year 1	\$22,571.31	\$1,880.94
Year 2	\$23,240.81	\$1,936.73
Year 3	\$23,910.31	\$1,992.52
Year 4	\$24,579.81	\$2,048.31
Year 5	\$25,249.31	\$2,104.10
Year 6	\$25,918.81	\$2,159.89
Year 7	\$26,588.31	\$2,215.68
Year 8	\$27,257.81	\$2,271.47
Year 9	\$27,927.31	\$2,327.25
Year 10	\$28,596.81	\$2,383.06

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

Second and Pine Investments, LLC
 c/o Capital Investments
 4718 Gettysburg Road, ~~SFE #00~~ Suite 401
 Mechanicsburg, PA 17055-4378

Select Capital Commercial Properties
 AC 1.31.1
 (DRM) 1/24/11

D. Paragraph 13 of Standard Form 2 of the Lease is hereby amended by deleting the existing text in its entirety and inserting the following in lieu thereof:

"13. Lessor shall complete the building shell as defined in the lease and complete all alterations, improvements, and repairs required by this lease, and deliver the leased premises ready for occupancy by the Government within 120 calendar days from the date of notice to proceed with the construction of the tenant improvements. When Lessor has completed all such alterations, improvements, and repairs, Lessor shall promptly notify the Contracting Officer, who shall promptly cause the same to be inspected.

Upon the date of completion of such alterations, improvements, and repairs and inspection and acceptance by the Government, the term of this lease shall commence and shall continue for 10 consecutive calendar years. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.

Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 4.1 of the lease, "Measurement of Space" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of:

Years 1-10:

- Year 1: Shell Rent: \$14,028.60 per year
- Year 2: Shell Rent: \$14,698.10 per year
- Year 3: Shell Rent: \$15,367.60 per year
- Year 4: Shell Rent: \$16,037.10 per year
- Year 5: Shell Rent: \$16,706.60 per year
- Year 6: Shell Rent: \$17,376.10 per year
- Year 7: Shell Rent: \$18,045.60 per year
- Year 8: Shell Rent: \$18,715.10 per year
- Year 9: Shell Rent: \$19,384.60 per year
- Year 10: Shell Rent: \$20,054.10 per year

Annual Cost of Services: \$5,428.10 per year, plus accrued escalations per Paragraph 4.3 "Operating Costs"

Amortized annual cost for Tenant Improvement Allowance: \$3,114.61 per year *

In accordance with lease negotiations, the Tenant Improvement rate stated above reflects an interest rate of 6% over a one hundred and twenty month period which exceeds the firm term of the lease. Should the Government exercise its termination rights, the Government shall have no obligation to pay the Lessor any remaining balance for the Tenant Improvement rent beyond the firm term of the lease.

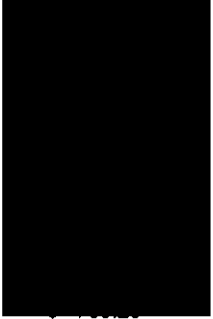
*The rent is adjusted downward because the Government did not utilize the entire Tenant Improvement Allowance of \$46,010.00 or \$5.95 per ANS/BOMA Office Area Square Foot. The parties hereby agree that the actual amount of tenant improvements spent was \$23,378.61. The cost of the construction and installation of improvements to the leased premises above the base building shell includes, but is not limited to, the following: the cost of all alterations outlined in the construction drawings; the preparation of construction drawings; and construction administration. The approximate rate of \$3.02 per ANS/BOMA square foot for Tenant Improvements reflects the total TI cost of \$23,378.61 fully amortized at an interest rate of 6% over the ten year lease term of November 8, 2010 through November 7, 2020. The Government may use the remaining Tenant Improvement Allowance to fund tenant improvement change orders. The rent shall be adjusted when these changes have been inspected and accepted by the Government.

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If the Government spends more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.

The \$23,378.61 tenant improvement costs are broken down as follows:

Blinds	
Cabinets	
Carpet	
Cove Base	
Countertops	
Window Sills	
Paint	
Closet	
Closet Opening	
Electrical	
Plumbing	
Lessor's Fee (7.5%)	
Closet Modification	
Total	\$23,378.61*

All rights, responsibilities, and obligations that bind the Lessor and Government under this lease agreement, including the General Clauses, and any other attachments hereto, shall pertain to the entire space under lease, including the free space.

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Lessor Gov't