

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES	SUPPLEMENTAL AGREEMENT No. 1 Page 1 of 8	DATE 7/20/2010
	SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO. GS-03B-09399 PDN NO. PS0017650

ADDRESS OF PREMISE **The Susquehanna Financial Center
1800 Dual Highway
Hagerstown, MD 21740-6647**

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

whose address is **Ghattas Enterprises Dual Highway, LLC
13621 Crayton Boulevard
Hagerstown, MD 21742-2336**

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 issue Notice to Proceed on Change Order #2, establish the square footage, establish the lease term, establish the termination notice, and establish the annual rent**

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **June 25, 2010**, as follows:

A. The Lessor shall furnish, install and maintain all labor, supervision, material, tools, equipment, services and associated work necessary to furnish and install the data/communication cabling in the attached scope of work and the attached price proposals. The work shall be completed in coordination with the Tenant Improvement build-out and be completed no later than July 19, 2010.

The cost to the Government for all of the work described in the attached "Statement of Work" shall be paid lump sum upon acceptance by the Government in the agreed upon amount of \$15,292. Any change orders that effect this pricing shall be submitted in writing to the Contracting Officer for their approval.

Upon completion of all the above referenced work, the Lessor shall notify the Contracting Officer for final inspection and acceptance of the space. The Lessor hereby waives future restoration rights as a result of these improvements. After inspection and acceptance of these items and all other lease requirements, the Lessor must submit a properly executed invoice at <http://www.finance.gsa.gov>.


A properly executed invoice must reference the PDN number, lease, and SLA number and a description of the work and amount billed. A copy of the invoice must also be sent to the Contracting Officer at The Strawbridge's Building, 20 North 8th Street, Philadelphia, PA 19107. Payment in the above referenced amounts for these improvements will become due within thirty (30) days of acceptance of the work by the Government.

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

LESSOR: **Ghattas Enterprises Dual Highway, LLC**

BY  _____
(Signature)

M. MEMBER _____
(Title)

BY  _____

13621 Crayton Blvd., Hagerstown, MD 21742
(Address)

UNITED STATES OF AMERICA GSA, Public Building Service, North Service Center

BY  _____
(Signature)

Contracting Officer _____
(Official Title)

SUPPLEMENTAL LEASE AGREEMENT

No. 1

Page 2 of 8

TO LEASE NO.

GS-03B-09399

B. Paragraph 1 of the Standard Form 2 is hereby deleted in its entirety and replaced with the following:

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

9,920 ANSI/BOMA Office Area square feet (11,706 rentable office area square feet) of office space on the 2nd floor of The Susquehanna Financial Center, 1800 Dual Highway, Hagerstown, MD 21740-6647 with 6 reserved parking spaces and 40 non-reserved parking spaces within two blocks to be used for such purposes as may be determined by the General Services Administration.”

C. Paragraph 2 of the Standard Form 2 is hereby deleted in its entirety and replaced with the following:

“2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on June 25, 2010 through June 24, 2020, subject to termination and renewal rights as may be hereinafter set forth.”

D. Paragraph 3 of the Standard Form 2 is hereby deleted in its entirety and replaced with the following:

“3. The Government shall pay the Lessor annual rent of \$351,192.54 at the rate of \$29,266.045 per month in arrears. Rent for a lessor period shall be prorated. Rent checks shall be made payable to:

“Ghattas Enterprises Dual Highway, LLC
13621 Crayton Boulevard
Hagerstown, MD 21742-2336”

E. Paragraph 4 of the Standard Form 2 is hereby deleted in its entirety and replaced with the following:

“4. The Government may terminate this lease in whole or in part at any time after June 24, 2020 by giving at lease ninety days (90) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.”

Initials: A. A.
Lessor

& MB
Gov't

SUPPLEMENTAL LEASE AGREEMENT

No. 1

Page 3 of 8

TO LEASE NO.
GS-03B-09399

G. Paragraph 12 of the Rider is hereby deleted in its entirety and replaced with the following:

“Upon signed acceptance of the leased premises by the Government, the same shall be measured and rent shall be paid, in accordance with Paragraph 4.1 of the lease, "ANSI/BOMA Office Area Square Feet" and Paragraph 26 General Clauses, GSA Form 3517, "Payment" at the rate of: \$35.40 per ANSI/BOMA Office Area Square Foot (BOAF) or \$351,192.54 annually consisting of shell, operating, building specific security, and tenant improvement costs as outlined below:

Years 1 through 10:

Annual Shell Rent \$266,194.44

***Amortized Annual rate for Tenant Improvement Allowance:** \$52,931.62

***Interest rate** at which Tenant Improvements are amortized: 7.00%

Annual Cost of Building Specific Security: \$694.40

Annual Cost of Services: \$31,372.08, plus accrued escalations per Paragraph 3.4, Operating Costs

The total cost of Tenant Improvements (TI) is \$379,900.68 which will be amortized at the rate of 7.00% over the firm term of the first ten years of the lease.”

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

Initials: a.g. & MB
Lessor Gov't