

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO.1 TO LEASE NO. GS-03P-LNJ12176
ADDRESS OF PREMISES: 532 Fellowship Road Mt. Laurel, New Jersey 08054-3405	PDN Number:

THIS AMENDMENT is made and entered into between: **Fellowship Development Associates**

whose address is: **1000 Germantown Pike, Suite A-2, Plymouth Meeting, PA 19462,**

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 (1) increase the square footage of the lease; (2) adjust the annual rental; (3) adjust the broker commission and commission credit; (4) adjust the renewal rights; (5) adjust the percentage of occupancy; and (6) adjust the operating cost base accordingly.

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 as follows:

1. **The Government hereby leases and additional 481 RSF/ 454 ABOA SF from the Lessor. The premises, as defined in 1.01 A and shall be modified to read as follows:**

A. Office and Related Space: 8,530 rentable square feet (RSF), yielding 8,056 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st floor and known as Suite 532-A, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

This Lease Amendment contains 3 pages and 1 exhibit.

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 below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____

Name: _____

Title: _____

Entity Name: FELLOWSHIP DEVELOPMENT ASSOCIATES, LP

Date: _____

3/31/15

Signature: _____

Name: _____

Title: _____

Eileen Marango
Lease Contracting Officer
GSA, Public Buildings Service,

Date: _____

4/22/2015

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

Frank A. McCullough

3/31/15

2. The rent and other consideration, as defined in Lease paragraph 1.03 A, shall be modified to read as follows:

1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

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

	FIRM TERM (YRS 1-5)	NON FIRM TERM (YRS 6-10)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$156,946.30	\$158,396.34
TENANT IMPROVEMENTS RENT ²	\$ 95,620.73	\$0.00
OPERATING COSTS ³	\$ 33,521.68	\$ 33,521.68
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 2,308.79	\$0.00
TOTAL ANNUAL RENT	\$288,397.50	\$191,918.02

¹Shell rent calculation:

(Firm Term) \$18.40 per RSF multiplied by 8,530 RSF

(Non Firm Term) \$18.57 per RSF multiplied by 8,530 RSF

²The Tenant Improvement Allowance of \$414,158.96 is amortized at a rate of 5.8 percent per annum over 5 years.

³Operating Costs rent calculation: \$3.93 per RSF multiplied by 8,530 RSF

⁴Building Specific Amortized Capital (BSAC) of \$10,000.00 are amortized at a rate of 5.8 percent per annum over 5 years

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 8,056 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

3. The broker commission and commission credit as defined in paragraph 1.04, shall be modified to read as follows:

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. **Savills Studley, Inc. (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 according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to **Savills Studley, 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 1 Rental Payment \$24,033.13 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$24,033.13 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

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

4. The renewal rights, as defined in Lease paragraph 1.06, shall be modified to read as follows:

1.06 RENEWAL RIGHTS (SEP 2013)

INITIALS:  & 
LESSOR GOV'T

This Lease may be renewed at the option of the Government for a term of **5 YEARS** at the following rental rate(s):

	OPTION TERM, YEARS 11- 15	
	ANNUAL RATE/ RSF RENT	ANNUAL RENT
SHELL RENTAL RATE	\$21.50	\$183,388.45
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least **180** days before the end of the original Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

5. The percentage of occupancy for tax adjustment, as defined in Lease paragraph 1.13, shall be modified to read as follows:

1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **23.05** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **8,530** RSF by the total Building space of **37,000** RSF.

6. The operating cost base, as defined in Lease paragraph 1.15, shall be modified to read as follows:

1.15 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$3.93** per RSF (**\$33,521.68** annum).

7. Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous Lease Amendments, the terms and conditions of this Agreement shall control and govern.

INITIALS:



LESSOR

&



GOV'T