

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-03P-LPA00101
ADDRESS OF PREMISES 4641 Westport Drive Mechanicsburg, PA 17055-4843	PDN Number: N/A

THIS AMENDMENT is made and entered into between
 SHEESLEY PARK FOR SANDRA PRAHL TR10173141BN8

whose address is: 28 PENN SQUARE, 2ND FLOOR
 LANCASTER, PA 17603-3870

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 commence Shell and Operating Cost Rental Payments.

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, effective, Upon Govt Execution, as follows:

The following language is added to the lease:

1) LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon **February 1, 2018** and continuing for a period of

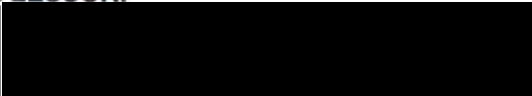
10 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth.

This Lease Amendment contains 2 pages

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


FOR THE LESSOR:

Signature: 
 Name: Sandra Prahl
 Title: Trustee - Owner
 Entity Name: Sheesley Park for Sandra Prahl
 Date: 1/31/18

FOR THE GOVERNMENT:

Signature: 
 Name: Meghan Kang
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 1/31/2018

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: ANALISE SIMMERMAN
 Title: Witness
 Date: 1/31/18

Paragraph 1.03 – Rent and Other Considerations (SEP 2013), of the Lease is hereby deleted in their entirety and replaced with the following:

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

	FIRM TERM 2/1/2018 – 1/31/2023	NON FIRM TERM 2/1/2023 – 1/31/2028
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$415,821.60	\$447,051.00
TENANT IMPROVEMENT RENT ²	\$0.00	\$0.00
OPERATING COSTS ³	\$119,997.90	\$119,997.90
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$0.00	\$0.00
PARKING ⁵	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$535,819.50	\$567,048.90

¹Shell rent calculation:

(Firm Term) **19.44** per RSF multiplied by **21,390** RSF

(Non Firm Term) **\$20.90** per RSF multiplied by **21,390** RSF

²Upon completion, inspection, and final acceptance of the space, the Tenant Improvement Allowance of **\$650,000** shall be amortized at a rate of **3.8** percent per annum over the number of whole months remaining before the firm term expiration of January 31, 2023.

³Operating Costs rent calculation: **\$5.61** per RSF multiplied by **21,390** RSF (rounded)

⁴ Upon completion, inspection, and final acceptance of space, Building Specific Amortized Capital (BSAC) of \$3,120.00 are amortized at a rate of **3.8** percent per annum over the number of whole months remaining before the Firm Term Expiration on January 31, 2023.

⁵Parking costs described below.

Paragraph 1.04 - BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015), OF THE LEASE IS HEREBY AMENDED TO INCLUDE THE FOLLOWING PARAGRAPH:

“The final commission credit is subject to change based on the final tenant improvement allowance which will be memorialized in a forthcoming Lease Amendment. The broker commission credit will be finalized in the final lease amendment commencing tenant improvement and building specific amortized security costs one the tenant improvement work is complete and accepted by the Government.”

1.05 TERMINATION RIGHTS (AUG 2011), OF THE LEASE IS HEREBY DELETED IN THEIR ENTIRETY AND REPLACED WITH THE FOLLOWING:

The Government may terminate this Lease, in whole or in part, at any time effective after **January 31, 2023** of this Lease, by providing not less than **120** days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2015), OF THE LEASE IS HEREBY DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$650,000. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. Upon Acceptance of Space, this amount shall be amortized in the rent over the remaining number of whole months in the Firm Term of this Lease at an annual interest rate of 3.8 percent.

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the remaining number of whole months in the Firm Term.

All other terms and conditions shall remain in full force and effect.

INITIALS: SKP
LESSOR

&

[Signature]
GOVT

INITIALS:

SKP
LESSOR

&

[Signature]
GOVT
