

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-03B-LPA12133
ADDRESS OF PREMISES 359 East Park Drive Harrisburg, PA 17111-2758	PDN Number: N/A

THIS AMENDMENT is made and entered into between **BOYD & MAHONEY PARTNERS**

whose address is: 750 E Park Drive, Harrisburg, PA 17111-2758

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 expand the square footage, amend the tenant improvement allowance, and update the rental table.

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 April 15, 2015 as follows:

- A. The following lease paragraphs under Section 1 – The Premises, Rent and Other Terms are amended by deleting the existing text and substituting, in lieu thereof, the following:

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

- A. Office and Related Space: **28,615** rentable square feet (RSF), yielding **26,743** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1 floor(s) and known as Suite(s) **A**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.
- B. Common Area Factor: The Common Area Factor (CAF) is established as **7** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

This Lease Amendment contains 5 pages.

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.

[Redacted Signature]

FOR THE GOVERNMENT:

Signature: [Redacted]
Name: [Redacted]
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 5/24/15

Title: PRESIDENT
Entity Name: 453 Mgmt Inc, GP Boyd & Mahoney Partners
Date: 5/16/15

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
Name: [Redacted]
Title: MANAGING SUC. TRUSTEE
Date: 5/22/2015

1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

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

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$363,982.80*	\$418,637.15
TENANT IMPROVEMENTS RENT ²	\$294,033.96	\$0.00
OPERATING COSTS ³	\$ 131,915.15	\$ 131,915.15
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$2,494.95	\$ 0.00
PARKING ⁵	INCLUDED IN SHELL RENT	INCLUDED IN SHELL RENT
TOTAL ANNUAL RENT	\$792,426.86	\$550,552.30

¹Shell rent (Firm Term) calculation: \$12.72 per RSF multiplied by 28,615 RSF. The Shell rent steps to \$14.63 per RSF at Year 6.

²The Tenant Improvement Allowance of \$1,237,441.77 is amortized at a rate of 7 percent per annum over 5 years.

³Operating Costs rent calculation: \$4.61 per RSF multiplied by 28,615 RSF.

⁴Building Specific Amortized Capital (BSAC) of \$10,500 are amortized at a rate of 7 percent per annum over 5 years

⁵Parking costs described under sub-paragraph H below.

In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital 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 26,743 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. Intentionally Deleted

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. Parking shall be provided at a rate of \$0 per parking space per month (Structure), and \$0 per parking space per month (Surface).

~~1.08~~ **TENANT IMPROVEMENT ALLOWANCE (AUG 2011) INTENTIONALLY DELETED**

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 84.07 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 28,615 RSF by the total Building space of 34,038 RSF.

INITIALS:  LESSOR &  GOV'T

1.15 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$4.61 per RSF (\$131,915.15/annum).


1.19 BUILDING IMPROVEMENTS (SEP 2012)

- A. Before the Government accepts the space, the Lessor shall complete the following additional Building improvements:
1. A new fire alarm system will be installed.
 2. Landlord will construct loading dock with a dock pad (22' deep x 20' wide), which will be roof covered, and include a leveler and dock bumpers. The truck well is 4' below the finished dock level. There will be a roof covered ramp (20' long with less than 3% slope from the dock to a 8'x8' overhead door. The location of the loading dock is shown on Exhibit B – Parking Plan.
 3. New restrooms will be installed.
 4. The following Energy Star Improvements will be completed before occupancy:
 - a. Adding a new roof.
 - b. Adding or upgrading to energy efficient HVAC units to the space.
- B. Lease Exhibit "A" – Floor Plan is amended by deleting the existing "Exhibit A" and substituting, in lieu thereof, the attached "Exhibit "A" – Floor Plan".

INITIALS:


LESSOR

&


GOVT