

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 05	DATE 4 / 7 / 11
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	TO LEASE NO. GS-03B-09424
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ADDRESS OF PREMISE Schuylkill Mall 830 Schuylkill Mall Frackville, PA 17931-2502	
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THIS AGREEMENT, made and entered into this date by and between Empire Schuylkill, LP whose address is 633 West Germantown Pike, Suite 200 Plymouth Meeting, PA 19462-1032 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, rental rate, and broker commission, clarify lease language and give notice to proceed for change order 5.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 16, 2011, as follows:

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

"1. The Lessor hereby leases to the Government the following described premises: 7000 ANSI/BOMA Office Area square feet (7000 rentable square feet) of office and related space on the 1st floor of the Schuylkill Mall at 830 Schuylkill Mall Frackville, PA 17931-2502, to be used for such purposes as may be determined by the General Services Administration. Included in the rent at no additional cost to the Government are twenty three (23) on-site reserved parking spaces for exclusive use of official Government vehicles, as well as thirty (30) additional surface parking spaces available for employees, and visitors."

All other terms and conditions of the lease shall remain in force and effect. This SLA consists of 4 pages.

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

LESSOR: Empire Schuylkill LP BY _____ (Signature)	<i>Lawrence R. Zipe</i> President <i>FRACKVILLE MANAGEMENT SERVICES ASSOCIATES, LP</i> <i>0309509 FOR LEASE</i>
IN THE PRESENCE OF _____ (Signature)	633 W. GERMAN TOWN PIKE, SUITE 200 (Plymouth Meeting, PA 19462) (Plymouth Meeting, PA 19462)

UNITED STATES OF AMERICA General Services Administration, Public Buildings Service BY _____	Contracting Officer (Official Title)
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Lessor *LRZ* & Government *GS*

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

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on March 16, 2011 through March 15, 2021, subject to termination and renewal rights as may be hereinafter set forth."

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

"3. The Government shall pay the Lessor annual rent as follows:

Date	Annual Rent	Monthly Rent
3/16/2011 – 3/15/2016	\$*227,017.24	\$18,918.10
3/16/2016 – 3/15/2021	\$*165,550.00	\$13,795.83

*Plus accrued CPI operating costs escalation.

Annual Rates above reflect the following breakdown:

Shell (yrs 1-5): \$117,250.00 (\$16.75 per ANSI/BOMA Office Area sf)
Shell (yrs 6-10): \$123,550 (\$17.65 per ANSI/BOMA Office Area sf)
Operating Costs: \$42,000 (\$6.00 per ANSI/BOMA Office Area sf)

Tenant Improvements (TI) amortization (yrs 1-5): \$67,767.24** (\$9.68 per ABOA sf)

**Reflects amortization of \$299,252.85 over 60 months, at 5%

Rent shall be paid in arrears. Rent for the lesser period shall be prorated. Rent shall be payable to:

Empire Schuylkill, LP
633 West Germantown Pike, Suite 200
Plymouth Meeting, PA 19462-1032."

D. Paragraph 19 of the Lease is hereby amended by deleting the existing text and by inserting in lieu thereof the following:

"19. In accordance with Paragraph 2.4 of the lease. "Broker Commission and Commission Credit", the Lessor and Jones Lang LaSalle (the Broker) have agreed to a cooperating lease commission of [REDACTED] based on Aggregate Lease Value over firm term. The total amount of this commission is [REDACTED] (Gross Commission). For the benefit of the Government, and in accordance with terms of the GSA National Broker Contract, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit, i.e., [REDACTED] (Net Commission), to the Broker in two (2) installments, fifty percent (50%) upon receipt of invoice following lease execution and the remaining fifty percent (50%) upon receipt of invoice following beneficial occupancy. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. To fully capture the Commission Credit, offset against shell rate component in the first month's rental payment will occur as follows:

