



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 5 Page 1 of 4	DATE <i>7/19/2012</i>
	TO LEASE NO. GS-03B-09600	
ADDRESS OF PREMISES 1001 Elmerton Avenue Harrisburg, PA 17110-9209	PEGASYS DOCUMENT NUMBER (PDN) PS0023905	

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

CURTIS INVESTMENTS LLC

whose address is 5010 OLD GREENWOOD ST
FORT SMITH, AR 72903-6941

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 lease commencement and term, as well as to revise rental and commission rates to reflect a proportionate reduction of the amortized Tenant Improvement Allowance (TIA).

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective June 1, 2012, as follows:

A. 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 June 1, 2012 through May 31, 2027, subject to termination and renewal rights as may be hereinafter set forth."


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

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

Lessor 

Chris Curtis, President
(Printed Name and Title)

5641 SMU Blvd., Suite 100, Dallas, TX 75206
(Address)

United States of America, General Services Administration, Public Buildings Service
BY  Contracting Officer
(Official Title)

Initials: CC & Djk
Lessor Government



SUPPLEMENTAL LEASE AGREEMENT NO. 5
TO LEASE NO. GS-03B-09600

B. Paragraph 4 of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

"4. The Government may terminate this Lease, in whole or in part, at any time after May 31, 2022 by giving at least ninety (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."

C. Paragraph 6.C of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

"C. In accordance with Paragraph 2.6 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 the 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 three (3) months' rental payments will occur as follows:

First (1st) Month's Rental Payment of \$32,220.56 (which includes \$22,178.61 shell) minus [REDACTED] Commission Credit (1/3) equals [REDACTED].

Second (2nd) Month's Rental Payment of \$32,220.56 (which includes \$22,178.61 shell) minus [REDACTED] Commission Credit (1/3) equals [REDACTED].

Third (3rd) Month's Rental Payment of \$32,220.56 (which includes \$22,178.61 shell) minus [REDACTED] Commission Credit (1/3) equals [REDACTED].

After three (3) months, the full Commission Credit of [REDACTED] is captured and regular monthly payments of \$32,220.56 will ensue."

D. Paragraph 11 of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

"11. Lessor shall complete the building shell as defined in the Lease and complete all alterations, improvements, and repairs required by this Lease, and deliver the leased premises ready for occupancy by the Government within one hundred eighty (180) working days from the date of notice to proceed with the construction of the tenant improvements. When Lessor has completed all such alterations, improvements, and repairs, Lessor shall promptly cause the same to be inspected. Upon the date of completion of such alterations, improvements, repairs and inspection, and acceptance by the Government, the term of this Lease shall commence and shall continue for fifteen (15) consecutive calendar years. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.

Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 4.1 of the Lease, "Measurement of Space", and Paragraph 27 of the General Clauses, GSA Form 3517, "Payment", at the rate of:

Initials: cc & Djk
Lessor Government



SUPPLEMENTAL LEASE AGREEMENT NO. 5
TO LEASE NO. GS-03B-09600

Years 1 through 5:

73 CC Dyk
Total Annual Rent: \$386,646.68 per year
Shell Rent: \$266,143.32 per year or \$22.90 per ANSI/BOMA Office Area Square Foot (ABOA)
Amortized annual cost for Tenant Improvement Allowance*: \$41,487.36 per year
Interest rate at which Tenant Alterations are amortized: seven percent (7%)
Amortized annual cost for Building-Specific Security: N/A
Annual Cost of Services: \$79,016.00 per year or \$6.80 per ANSI/BOMA Office Area Square Foot (ABOA), plus accrued escalations per Lease Paragraph 4.3, "Operating Costs"

Years 5 through 10:

25 CC Dyk
Total Annual Rent: \$392,895.20 per year
Shell Rent: \$272,391.84 per year or \$23.44 per ANSI/BOMA Office Area Square Foot (ABOA)
Amortized annual cost for Tenant Improvement Allowance*: \$41,487.36 per year
Interest rate at which Tenant Alterations are amortized: seven percent (7%)
Amortized annual cost for Building-Specific Security: N/A
Annual Cost of Services: \$79,016.00 per year or \$6.80 per ANSI/BOMA Office Area Square Foot (ABOA), plus accrued escalations per Lease Paragraph 4.3, "Operating Costs"

Years 11 through 15:

25 CC Dyk
Total Annual Rent: \$395,996.20 per year
Shell Rent: \$275,492.84 per year or \$23.71 per ANSI/BOMA Office Area Square Foot (ABOA)
Amortized annual cost for Tenant Improvement Allowance*: \$41,487.36 per year
Interest rate at which Tenant Alterations are amortized: seven percent (7%)
Amortized annual cost for Building-Specific Security: N/A
Annual Cost of Services: \$79,016.00 per year or \$6.80 per ANSI/BOMA Office Area Square Foot (ABOA), plus accrued escalations per Lease Paragraph 4.3, "Operating Costs"

*Rent rates have been adjusted downward. The Government, at its election, has chosen to pay lump sum for a portion of the Tenant Improvement Allowance (TIA), namely, \$134,421.90 or the customization tier, which results in an adjusted TIA of \$384,643.50. This adjusted TIA has been duly amortized over the full lease duration term of fifteen (15) years using the 7% amortization rate, as specified under terms and conditions of the Lease.

Should the Government exercise its right to terminate the Lease of the entire leased premises at the end of the ten (10) year firm term, then it shall not be obligated to pay to Lessor the unamortized portion of the outstanding TIA as of the effective date of such termination. If the Government elects to terminate the Lease as to only a portion of the leased premises at the end of the ten (10) year firm term, then the unamortized portion of the outstanding TIA as of the effective date of such termination shall be reduced on a pro rata basis based on the amount of space retained by the Government."

Initials: CC & Dyk
Lessor Government



SUPPLEMENTAL LEASE AGREEMENT NO. 5

TO LEASE NO. GS-03B-09600

- E. To receive lump sum payment of the \$134,421.90 portion of the TIA, an advance copy of the invoice must be sent to GSA for review and approval. Upon approval by the Contracting Officer, the Lessor must submit the invoice to the GSA Finance Office at <http://www.finance.gsa.gov>, or to the following address:

GSA, Greater Southwest Region (7BCP)
PO Box 17181
Fort Worth, TX 76102-0181

A proper invoice must reference the invoice date, name of the Lessor as shown on the Lease, Lease Contract Number, Supplemental Lease Agreement (SLA) Number, PDN PS0023905, and description of work or service (e.g., lump sum reimbursement of portion of TIA). Payment will become due within thirty (30) days of an acceptance invoice.

Initials: cc & Djb
Lessor Government

GSA FORM 276