GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 5	
LEASE AMENDMENT	TO LEASE NO. GS-03P-LPA12114	
ADDRESS OF PREMISES 1270 Fairfield Road Gettysburg, PA	PDN Number:	

THIS AMENDMENT is made and entered into between Realty Leasing & Management Co.

whose address is: 1270 Fairfield Road, Gettysburg, PA 17325 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 adjust rent to include additional tenant improvements.

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 December 22, 2014 as follows:

1. Paragraph 1.03.A, Rent and Other Consideration, of the Lease is hereby amended by deleting the existing text in its entirety and inserting the following in lieu thereof:

"1.03.A. From the period of December 22, 2013 through December 21, 2014, the Government shall pay the Lessor annual rent of \$1,769,292.61, payable in monthly installments in arrears. Annual Rent is comprised of the following:

	Firm Term	Firm Term	Total	
	Annual Rent	Annual Rent	Annual Rent	
Shell Rent	\$1,258,300.63	\$16,724.67	\$1,275,025.30	
Tenant Improvements rent	\$65,470.45	\$0.00	\$65,470.45	
Operating Costs	\$414,042.37	\$5,503.23	\$419,545.60	
Building Specific Security	\$9,251.26	\$0.00	\$9,251.26	
Parking	\$0.00	\$0.00	\$0.00	
Total Annual Rent	\$1,747,064.71	\$22,227.90	\$1,769,292.61	

This Lease Amendment contains two (2) 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.

FOR THE LE		FOR THE GOVERNMENT:		
Signature: Name: Title: Entity Name: Date:	Das DS, 1ES hannes pantres Liett Salis + manger	Signature: Name: Title: GSA, Public Danangs Scruce, Date:		

WITNESSED FOR THE LESSOR BY:

Signature:	
Name:	Stephenic A. Jehr
Title:	Administration Assistant
Date:	12/17/14

From the period of December 22, 2014 through December 21, 2023 (phased HVAC alterations), the Government shall pay the Lessor annual rent of \$1,888,968.76, payable in monthly installments in arrears. Annual Rent is comprised of the following:

	Firm Term	Firm Term	Total	
	Annual Rent	Annual Rent	Annual Rent	
Shell Rent ¹	\$1,258,300.63	\$16,724.67	\$1,275,025.30	
Tenant Improvements Rent ²	\$188,195.25	\$0.00	\$188,195.25	
Operating Costs ³	\$414,042.37	\$5,503.23	\$419,545.60	
Building Specific Security ⁴	\$6,202.61	\$0.00	\$6,202.61	
Parking ⁵	\$0.00	\$0.00	\$0.00	
Total Annual Rent	\$1,866,740,86	\$22 227 90	\$1 888 968 76	

Shell rent (Firm Term) calculation: \$19,45 per RSF multiplied by 65,554 RSF

²Tenant Improvement Rent reflects the amortization of the following: The balance of the TI Allowance (\$476,113.46) amortized at a rate of 5 percent per annum over 108 months; the replacement costs of the Data Center HVAC units and separate Power Monitor (\$268,925.00) amortized at a rate of 5 percent per annum over 108 months and the TI costs exceeding the allowance (\$591,560.35) amortized at a rate of 6 percent per annum over 108 months. Operating Costs rent calculation: \$6.40 per RSF multiplied by 65,554 RSF and marine

9 years effective 12/22/2014. Of this amount, \$5,748.12 has been amortized over year 1 of the lease. The balance of \$44,879.02 is amortized at a rate of 5 percent per annum over 9 years effective 12/22/2014.

⁵Parking costs described under sub-paragraph G below."

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INITIALS:	(1)	8	K
•	LESSOR		GOVT

Lease Amendment Form 12/12