

| | | |
|--|---|-------------------------|
| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT | SUPPLEMENTAL AGREEMENT NO. 2 TO LEASE NO. GS-03B-09611 | DATE 6/9/2011 |
| ADDRESS OF PREMISES 997 Lenox Drive, Lawrenceville, NJ 08648-2317 | | |
| <p>THIS AGREEMENT, made and entered into this date by and between Brandywine Operating Partnership, LP</p> <p>whose address is 555 East Lancaster Avenue Radnor, PA 19087-5166</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease to establish rent commencement,</p> <p>NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective, <u>May 23, 2011</u> as follows:</p> <p>A. Paragraphs 1, 2, and 6 of the Standard Form 2 of the lease are hereby deleted in their entirety and the following is substituted in lieu thereof:</p> <p>"1. The Lessor hereby leases to the Government the following described premises:</p> <p>1,388 Rentable Square Feet yielding 1,180 ANSI/BOMA Office Area square feet of office and related space identified as Suite 111 located at 997 Lenox Drive, Lawrenceville, NJ 08648-2317, to be used for such purposes as determined by the General Services Administration.</p> <p>"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 23, 2011 through May 22, 2021, subject to termination and renewal rights as may be hereinafter set forth."</p> <p style="text-align: center;">This SLA contains 3 pages.</p> <p>All other terms and conditions of the lease shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p> | | |
| LESSOR Brandywine Operating Partnership, LP BY <u>[Signature]</u> (Signature) <u>Director of Leasing</u> (Title) IN PRESENCE OF <u>Bahara G. Paul</u> (Signature) _____ (Address) | | |
| UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE BY <u>[Signature]</u> (Signature) _____ (Official Title) <u>Contracting Officer</u> | | |

"6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- A. All services, utilities, maintenance, operations, and other considerations as set forth in this lease.
- B. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, 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 to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment of \$ 4,359.70 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment of \$ 4,359.70 minus prorated Commission Credit of \$ [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment shall commence in full."

- B. Paragraph 11 of the Rider to the Lease is hereby deleted in its entirety.
- C. Paragraph 14 of the Rider to the Lease is hereby deleted in its entirety and the following is substituted in lieu thereof:

"14. Rental shall be paid, in accordance with Paragraph 4.1 of the lease, "Measurement of Space" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of:

Years 1 through 3:

Shell Rent: \$29,758.72 per year or \$21.44 per Rentable Square Foot,

Amortized Tenant Improvement Rent*: \$12,411.43 per year

Annual Cost of Services: \$10,146.28 per year or \$7.31 per Rentable Square Foot, plus accrued escalations per Paragraph 4.3, "Operating Costs"

Years 4 through 5:

Shell Rent: \$29,758.72 per year or \$21.44 per Rentable Square Foot,

Annual Cost of Services: \$10,146.28 per year or \$7.31 per Rentable Square Foot, plus accrued escalations per Paragraph 4.3, "Operating Costs"

Years 6 through 10:

Shell Rent: \$32,187.72 per year or \$23.19 per Rentable Square Foot,

Annual Cost of Services: \$10,146.28 per year or \$7.31 per Rentable Square Foot, plus accrued escalations per Paragraph 4.3, "Operating Costs"

*The parties agree that the actual amount of tenant improvements spent for construction was \$33,005.93 (\$31,609.93 Notice to Proceed amount per Supplemental Lease Agreement #1 plus \$756.00 for Change Order #2 and \$640.00 for Change Order #3. Change Order #1 was not applicable). The Tenant Improvement Rent identified above is based on amortizing

Initials:

Lessor

&

Government

\$33,005.93 over three (3) years at a eight percent (8%) amortization rate. The Tenant Improvements will be fully paid after year three (3) of the lease and shall be eliminated from the Total Annual Rental for years four (4) through ten (10) of the lease term."

Initials: AC RRC
Lessor & Government
Form 276