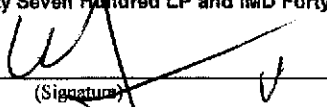
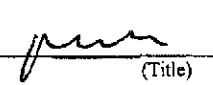
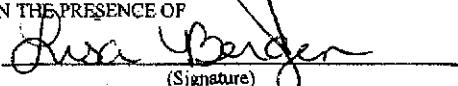
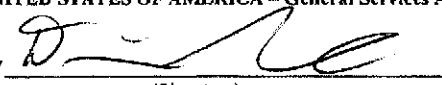


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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES | SUPPLEMENTAL AGREEMENT No. 4 | DATE <div style="font-size: 1.2em; font-weight: bold;">MAY 06 2011</div> |
| SUPPLEMENTAL LEASE AGREEMENT | | TO LEASE NO. GS-03B-09460 |
| ADDRESS OF PREMISE Philadelphia Design & Distribution Center 4700 Wissahickon Avenue Philadelphia, PA 19144-4248 | | |
| <p>THIS AGREEMENT, made and entered into this date by and between</p> <p style="text-align: center;">Forty Seven Hundred LP and IMD Forty Seven Hundred, LLC</p> <p>whose address is 101 Richardson Street Brooklyn, NY 11211-1344</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 considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>May 3, 2011</u>, as follows:</p> <p>A. Paragraphs 1, 2, and 3 of the Standard Form 2 of the Lease are hereby deleted in their entirety and the following is inserted in lieu thereof:</p> <p>"1. The Lessor hereby leases to the Government the following described premises:</p> <p>21,052 Rentable Square Feet (rsf) yielding 18,630 ANSI/BOMA Office Area square feet (ABOA sf) of office and related space, along with three (3) reserved surface parking spaces, located at the Philadelphia Design and Distribution Center, 4700 Wissahickon Avenue, Philadelphia, Pennsylvania 19144-4248, as depicted on Exhibit A of Supplemental Lease Agreement (SLA) Number 1, 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 3, 2011 through May 2, 2016, subject to termination and renewal rights as may be hereinafter set forth."</p> <p>"3. For the period beginning May 3, 2011 through May 2, 2014, the Government shall pay the Lessor annual rent of \$692,288.42, at a rate of \$57,690.70 to Lease per month in arrears, subject to Operating Cost adjustments per SFO Paragraph 4.3. For the period beginning May 3, 2014 through May 2, 2016, the Government shall pay the Lessor annual rent of \$427,353.80, at a rate of \$35,612.82 per month in arrears, plus accrued Operating Cost adjustments to date and subject to Operating Cost adjustments per SFO Paragraph 4.3. Rent for a lesser period shall be prorated. Rent checks shall be made payable to Forty Seven Hundred LP, 101 Richardson Street, Brooklyn, NY 11211-1344.</p> <p>The Government may terminate this Lease in whole or in part effective any time after May 2, 2014 by giving at least ninety (90) calendar days prior 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."</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> <p>LESSOR: Forty Seven Hundred LP and IMD Forty Seven Hundred, LLC</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>BY <u></u> (Signature)</p> </div> <div style="width: 45%;"> <p><u></u> (Title)</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>IN THE PRESENCE OF</p> <p><u></u> (Signature)</p> </div> <div style="width: 45%;"> <p><u>101 Richardson St Brooklyn NY 11211</u> (Address)</p> </div> </div> | | |
| <p>UNITED STATES OF AMERICA - General Services Administration, Real Estate Acquisition Division</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>BY <u></u> (Signature)</p> </div> <div style="width: 45%;"> <p><u>Contracting Officer</u> (Official Title)</p> </div> </div> | | |

TO LEASE NO. **GS-03B-09460**

B. Paragraphs 10 and 13 of the Rider to the Lease are hereby deleted in their entirety and the following is inserted in lieu thereof:

"10. COMMON AREA FACTOR

The Common Area Factor of this building for this Government lease that is applied to the ANSI/BOMA Office Area square feet (ABOA sf) to determine the Rentable Square Feet (rsf) is 1.1300053 (21,052 rsf / 18,630 ABOA sf)."

"13. Rental shall be paid in accordance with SFO Paragraph 4.1 of the lease, "ANSI/BOMA Office Area Square Feet" and Paragraph 27 of the General Clauses, GSA Form 3517, "Payment." The rent breakdown for the term beginning on May 3, 2011 through May 2, 2014 (Firm Term Period) is as follows:

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|--------------------------|---|
| Shell Rent: | \$330,477.80 (approximately \$17.74 per ABOA sf) |
| Tenant Improvement Rent: | 264,834.62 (approximately \$14.22 per ABOA sf) |
| Operating Rent: | 96,876.00 (approximately \$5.20 per ABOA sf) (plus accrued adjustments per SFO Paragraph 4.3) |
| Total Annual Rental: | \$692,288.42 (approximately \$37.18 per ABOA sf) |

The parties agree that the actual amount of tenant improvements spent for construction was \$757,868.40. The Tenant Improvement Rent identified above is based on amortizing \$290,048.40 over three (3) years at a zero percent (0%) amortization rate and amortizing the remaining balance of \$467,820.00 over three (3) years at a five percent (5%) 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 five (5) of the lease term. The rent breakdown for the term beginning May 3, 2014 through May 2, 2016 is as follows:

| | |
|----------------------|---|
| Shell Rent: | \$330,477.80 (approximately \$17.74 per ABOA sf) |
| Operating Rent: | 96,876.00 (approximately \$5.20 per ABOA sf) (plus accrued adjustments per SFO Paragraph 4.3) |
| Total Annual Rental: | \$427,353.80 (approximately \$22.94 per ABOA sf) |

C. This Supplemental Lease Agreement (SLA) contains two (2) pages.

INITIALS:

LESSOR

U.S. GOVERNMENT