

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT No. 1	DATE <b>February 15, 2011</b>
	TO LEASE NO. <b>GS-03B-09420</b>	
ADDRESS OF PREMISE <b>Two Penn Center Plaza 1500 JFK Boulevard Philadelphia, PA 19102</b>	PDN Number	

THIS AGREEMENT, made and entered into this date by and between  
 Crown Two Penn Center Associates Limited Partnership

whose address is  
 c/o Crown Properties, Inc.  
 8 Fairway Court  
 Upper Brookville, NY 11771

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto desire to clarify the above Lease. **This SLA establishes the agreed upon Tenant Improvement Construction Cost and incorporates the design intent drawings into the Lease Agreement.**

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective as of November 25, 2009, as follows:

A. Paragraph 3 of Standard Form 2 of the Lease is hereby amended by deleting the existing text in its entirety and substituting in lieu thereof the following:

"3. The Government shall pay the Lessor annual rent of \$836,323.16 at the rate of approximately \$69,693.60 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Crown Two Penn Center Associates Limited Partnership, c/o Crown Properties, Inc., 8 Fairway Court, Upper Brookville, New York 11771".

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


LESSOR: **Crown**  **Limited Partnership**

BY \_\_\_\_\_ (Title)

IN THE PRESENCE \_\_\_\_\_ (Address)

\_\_\_\_\_ (Signature)

**CONTRACTING OFFICER  
GSA**

Initials:  \_\_\_\_\_  
 Lessor Government

B. Rider Paragraph Number 9 is hereby amended by deleting the existing text in its entirety and substituting in lieu thereof the following:

9. 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 150 days from the date of notice to proceed with the construction of the tenant improvements, **BASED UPON PLANS AND SPECIFICATIONS MUTUALLY AGREED UPON BY AND BETWEEN LESSOR AND THE GOVERNMENT**. When Lessor has completed all such alterations, improvements, and repairs, Lessor shall promptly notify the Contracting Officer, who shall promptly cause the same to be inspected.

The total Tenant Improvement Construction Cost shall be \$1,150,175.51. The Government has elected to amortize \$1,084,674.70 into the rental payments. \$844,322.00 of this amount shall be amortized at a rate of 8%. The remaining \$240,352.70 shall be amortized at 10%.

A total of \$65,500.81 shall be reimbursed to the Lessor via a lump sum payment separate from the rental payments. Upon inspection and acceptance of above referenced work by the Government, a properly executed invoice shall be forwarded to: General Services Administration, Greater Southwest Region, (7BC), P. O. Box 17181, Fort Worth, Texas 76102-0181. A copy of the invoice must also be forwarded to the Contracting Officer at: General Services Administration, Philatlantic Service Center, 20 North Eighth Street, 8<sup>th</sup> Floor, Philadelphia, PA 19107-2191, ATTN: John McFadden.

For an invoice to be considered proper, it must: 1) be received after the execution of this SLA, 2) reference the PDN number specified on the SLA, 3) include a unique, vendor supplied invoice number, 4) indicate the exact payment amount requested, and 5) the payee name and address must be specified and match exactly the lessor's name and address listed above, or, if completed, the remittance name and address listed herein. If the Lessor chooses to have payments sent to an address other than the one listed above, that remittance address must be entered here:

Payment will become due within 30 days of receipt of a properly executed invoice. All other terms and conditions of the lease shall remain in force and effect.

Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 3.1 of the lease, "Measurement of Space" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the following rates and terms:

Years 1-5: Shell \$19.50  
Operating Costs \$6.13  
TI \$9.25 (\$844,322.00 at the rate of 8% for five years)  
TI \$2.76 (\$240,352.70 at the rate of 10% for five years)  
**Rate per square foot of \$37.64**

Years 6-10: Shell \$22.75  
Operating Costs \$6.13  
TI \$0.00  
**Rate per square foot of \$28.88**

The lease shall be for ten consecutive years, with the Government having the right to terminate after the fifth full year upon 90 days written notice to the Lessor.

C. The attached floor plans dated December 21, 2010 are hereby incorporated into the lease contract and shall serve as the Design Intent Drawings upon which the Tenant Improvement Construction Proposal is based upon.

Initials:   
Lessor \_\_\_\_\_  
Government \_\_\_\_\_