

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT PAGE 1 OF 2	SUPPLEMENTAL AGREEMENT No. 4	DATE
	TO LEASE NO. GS - 03B - 09468	PFQASYS DOCUMENT NUMBER (PDN)

ADDRESS OF PREMISE
701 East Chelton Avenue
Philadelphia, PA 19144-1208

THIS AGREEMENT, made and entered into this date by and between
whose address is Direct Invest Germantown, LLC
114 North Main Street, Suite 100
Suffolk, VA 23434-4664

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 the square footage, to establish the lease term, to amend the rental rate for Years 1 through 10 of the lease term, to establish the annual rent, and to amend the Tenant Improvement Allowance and amortized Tenant Improvement Allowance rate.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 3, 2012, as follows:

A. Paragraph 1 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:

"1. The Lessor hereby leases to the Government 14,990 rentable square feet (RSF), yielding 12,972 ANSI/BOMA Office Area square feet of office and related space (as shown on the attached floor plan labeled Exhibit "A") located on the entire 1st floor, at 701 East Chelton Avenue, Philadelphia, PA, to be used for such purposes as may be determined by the Federal Government."

B. Paragraph 2 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:

"2. To have and to hold the said premises with their appurtenances for the term beginning on October 3, 2012 through October 2, 2022, 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 subscribed their names as of the above date.



M.A. [Signature]
(Title)

114 N. Main St. #100, Suffolk VA 23434
(Address)

ces, North Branch

Contracting Officer
(Official Title)

C. Subparagraph A of Paragraph 3.2 of the Solicitation for Offers No. 9PA2050 of the Lease is hereby amended by deleting the existing text in its entirety and substituting, in lieu thereof, the following:

"3.2 TENANT IMPROVEMENTS INCLUDED IN OFFER (AUG 2008)

A. The Tenant improvement Allowance is \$48,817,440.64 per ANSI/BOMA Office Area Square Foot. (Tenant improvements are the finishes and fixtures that typically take space from the "shell" condition to a finished, usable condition.) The Tenant Improvement Allowance shall be used for the buildout of the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all Improvements shall meet the quality standards and requirements of this solicitation and its attachments."

D. Paragraph 12 of the Rider to the Lease is hereby amended by deleting the existing text in its entirety and substituting, in lieu thereof, the following:

"12. 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 General Clauses, GSA Form 3517, "Payment" at the rate of:

ANNUAL RENTAL FOR YEARS 1 THROUGH 10:

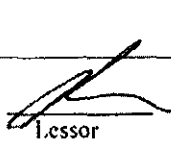
Shell Rent:	\$390,489.60
Building Specific Amortized Capital Rent:	\$ 1,049.30
Amortized Tenant Improvement Cost Rent*:	\$ 61,006.10
<u>Operating Cost Rent**:</u>	<u>\$120,819.40</u>
Total Annual Rent:	\$573,364.30

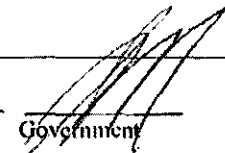
*The \$48,817,440.64 per ANSI/BOMA Office Area Square Foot has been amortized into the rent over the equivalent of a fifteen (15) year term (\$61,006.10 per year at 5.22959% over 15 years). Government and Lessor acknowledge that this lease carries a firm term of only ten (10) years. The Government shall have no obligation to pay for the outstanding unamortized balance of the tenant improvement allowance beyond the ten (10) year firm term of the lease. The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$633,269.84 or \$48,817,440.64 per ANSI/BOMA Office Area Square Foot, which is included in the rent, using the 5.22959% amortization rate over the equivalent of a fifteen (15) year period. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 5.22959% amortization rate.

** Operating cost rate is subject to accrued operating cost escalations, per Paragraph 4.3, "Operating Costs."

If the Government spends more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease."

Initials:


Lessor


Government

GSAFORM 276 (REV. 7-67)