

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT PAGE 1 OF 2	SUPPLEMENTAL AGREEMENT No. 5	DATE <i>11-1-12</i>
	TO LEASE NO. GS - 03B - 09468	PEGASYS DOCUMENT NUMBER (PDN)

ADDRESS OF PREMISE
**701 East Chelton Avenue
Philadelphia, PA 19144-1206**

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 23434-4564**

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

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

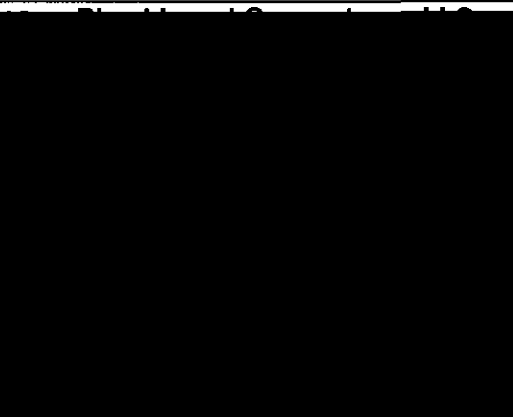
- A. Subparagraph A of Paragraph 3.2 of the Solicitation for Offers No. 9PA2050 of the Lease is hereby amended by deleting the existing text in its entirety and substituting, in lieu thereof, the following:**

"3.2 TENANT IMPROVEMENTS INCLUDED IN OFFER (AUG 2008)

A. The Tenant Improvement Allowance is \$633,259.84. (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 build out 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."

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.

LESSOR
BY  _____
IN THE PRESENCE OF
_____ MANAGER _____
(TITLE)
_____ 114 N. Main St. #100, Suffolk VA 23434 _____
(ADDRESS)
UNITED STATES OF AMERICA, North Branch
BY _____ Contracting Officer _____
(OFFICIAL TITLE)

RECORDED

B. 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:	\$390,489.50
Building Specific Amortized Capital Rent:	\$ 1,049.30
Amortized Tenant Improvement Cost Rent*:	\$ 61,007.74
<u>Operating Cost Rent**:</u>	<u>\$120,819.40</u>
Total Annual Rent:	\$573,365.94

*The \$633,259.84 has been amortized into the rent over the equivalent of a fifteen (15) year term (\$61,007.74 per year at 5.23% 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 \$633,259.84, which is included in the rent, using the 5.23% 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 5.23% 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)