GENERAL SE	RVICES ADMINISTRATION	SUPPLEMENTAL	DATE					
PUBLIC BUILDING SERVICES		AGREEMENT	i					
		No. 2 Page 1 of 9						
SUPPLEMENTAL LEASE AGREEMENT			3-8-12					
		TO LEASE NO. GS-03]	B-09470					
ADDRESS OF PREMISE	2401 Walnut Street	·						
	Philadelphia, PA							
	19103- 4340							
THIS AGREEMENT, made and entered into this date by and between								
,	2401 Walnut LP							
	c/o Charles Block		•					
whose address is	2401 Walnut Street							
	Philadelphia, PA							
	19103- 4340							
Hereinafter called the L	essor, and the UNITED STATES OF AM	ERICA, hereinafter called the G	overnment:					
	hereto desire to amend the above Lease							
1 .	for the settlement of actual tenant impr		e order costs, and to					
provide for the settlem	ent of additional architectural and eng	incering fees.						
	nese parties for the considerations hereina	fter mentioned covenant and agre	ee that the said Lease is					
amended, effective Ja	nuary 20, 2012, as follows:	•						
A. Paragraph Two (2) of the Standard Form 2 (SF-2) of the Lease is hereby deleted in its entirety and replaced with the								
Paragraph below:								
#2 (90 HAVE AND TO HOLD the said and the said								
"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 20, 2012 through January 19 2027, subject to termination and renewal rights as may be hereinafter set forth."								
2027, subject to termination and renewar rights as may be necessaries set tolds.								
B. The parties agree that the Notice to Proceed for construction was issued via letter dated October 25, 2011. The notice to proceed								
amount was \$837,926.14, as outlined in Exhibit A, which is attached to this SLA. However, the amount of tenant improvements,								
	ers and permit costs is now \$905,743.66. The a							
Exhibits C & D.) This amount is lower than the Tenant Improvement allowance in the lease and rent has been recalculated.								
C. Barraganh 12 of the Didon to Large CC 01D 00470 to hough and a large the management in its auticates								
C. Paragraph 13 of the Rider to Lease GS-03B-09470 is hereby amended by deleting the paragraph in its entirety,								
and replacing it with the following:								
"13. Lessor shall complete the building shall 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 sixty (60) calendar days from the date of notice to								
proceed with the construction of the tenant improvements. 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. Upon the date of completion of such								
alterations, improvements, and repairs and inspection and acceptance by the Government, the term of this lease shall commence and shall								
continue for fifteen (15) consecutive calendar years.							
Linon acceptance of t	he leased premises by the Government, the sar	ne shall be massured and rental shall	he paid in accordance with Paragraph					
	asurement of Space" and Paragraph 27 Genera							
			-					
Continued on page 2								
IN WITNESS WHERE	OF, the parties subscribed their names as	of the above date.						
LESSOR								
DV		Manager, Bedraf Grup,	LLL- GPOX LYOI WARN LF					
BY		(Fitle)						
'n		(2.40)	LLC- GPOR LYONUMBER LP					
		2401 Walnut St., Smitele	so Philadel Asia PA 1910?					
((Address)	22 Managhi Co. X					
UNITED STATES OF AM	EDICA CCA DISC North Service Center	(Fidures)						
BY (Signate	-	Contracting Officer (Official Tide)						
1.319(126)		(Unicial fius)						

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES

SUPPLEMENTAL AGREEMENT No. 2 Page 2 of 9 DATE

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS-03B-09470

Years 1 through 5:

Total Annual Rent - \$699,404.73 per year, consisting of:

Shell Rent (includes parking rent*): \$425,931.91 per year

Amortized annual cost for Tenant Improvement Allowance: \$115,281,81 per year

Interest Rate at which Tenant Alterations are amortized: 5%

Annual Cost of Services: \$158,191.01 per year, plus accrued escalations per Paragraph 4.3, "Operating Costs"

*Parking: As noted in paragraph 1 of the SF-2, fifty-eight (58) parking spaces shall be provided by the Lessor. The fifty-eight parking spaces are included in the shell rental rate, at the rate of \$2401 per space per annum.

Years 6 through 10:

Total Annual Rent - \$746,710.65 per year, consisting of:

Shell Rent (includes parking rent*): \$473,237.83 per year

Amortized annual cost for Tenant Improvement Allowance: \$115,281.81 per year

Interest Rate at which Tenant Alterations are amortized: 5%

Annual Cost of Services: \$158,191.01 per year, plus accrued escalations per Paragraph 4.3, "Operating Costs"

*Parking: As noted in paragraph 1 of the SF-2, fifty-eight (58) parking spaces shall be provided by the Lessor. The fifty-eight parking spaces are included in the full service rental rate, at the rate of \$2401 per space per annum.

Years 11 through 15:

Total Annual Rent - \$686,757.58 per year, consisting of:

Shell Rent (includes parking rent*): \$ 528,566.57 per year

Annual Cost of Services: \$158,191.01 per year, plus accrued escalations per Paragraph 4.3, "Operating Costs"

*Parking: As noted in paragraph 1 of the SF-2, fifty-eight (58) parking spaces shall be provided by the Lessor. The fifty-eight parking spaces are included in the full service rental rate. Additionally, it was agreed that there is a 2.5% escalation in year 11 for parking rate adjustment, which is included in the above shell rate"

Lessor Initials

Government Initials

a

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES

SUPPLEMENTAL AGREEMENT No. 2 Page 3 of 9 DATE

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS-03B-09470

- D. The General Services Administration (GSA) hereby agrees to pay an additional cost of \$7,500 for design work performed by the Lessor's architect and/or engineers, in addition to the \$40,957 included in the Notice to Proceed spreadsheet. This payment has been included in the final tenant improvement calculations, and will be paid by GSA through the monthly rent. In consideration for General Services Administration's allowance for additional design work as detailed in the preceding sentence, the Lessor, 2401 Wainut LP, discharges, remises, and releases GSA from any and all claims, demands, and causes of action, legal, and equitable, known and unknown, of any kind and nature whatsoever, past, present, and future arising out of or related to the design and engineering process, including the payment of interest, attorney's fees, or other cost related to leases GS-03B-09470.
- E. Paragraph 1.1 A of the Lease is hereby deleted in its entirety.
- F. Paragraph 1.1 D of the Lease is hereby deleted in its entirety
- G. Paragraph 1.3 of the Lease is hereby amended by deleting the paragraph in its entirety, and reptacing it with the following:

"1.3 LEASE TERM (SEP 2000)

The lease term is for fifteen (15) years. GSA may terminate this lease in whole or in part after ten (10) years on ninety (90) days' written notice to the Lessor. All the terms and conditions contained herein shall prevail throughout the term of the lease,"

- H. The following attachments are hereby added to Paragraph 7 of the GSA Standard Form 2:
 - G. Exhibit A Notice to Proceed Letter
 - H. Exhibit B Change Order Log (cost included in actual TI expended)
 - I. Exhibit C Tenant Improvements Calculations
 - J. Exhibit D Annual Rent Calculations

All other terms and conditions of	the	lease shall	remain ir	i force	and effect.
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Lessor Initials

Government Initials