SUPPLEMENTAL LEASE AGREEMENT			
SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-03B-09490	DATE 10/5/11	PAGE 1 of 6
ADDRESS OF PREMISES / / One Media Place, 1023 East Baltimore Pike, Media PA 19063-5126			
THIS AGREEMENT, made and entered into this date by and between One Media Place Associates LP			
whose address is 100 Shadeland Avenue Drexel Hill, PA 18026-2038			
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 to establish lease effective date and adjust rental amount due to underutilization of Tenant Improvement Allowance			
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective August 31, 2011, as follows:			
1. Paragraph 1 of the Lease (Standard Form 2) is hereby deleted in its entirety and replaced with the following:			
*1. The Lessor hereby leases to the Government the following described premises:			
4,675 Rentable Square Feet yielding 3,694 ANSI/BOMA Office Area square feet and related space located on the 3 <sup>rd</sup> Floor, at One Media Place, 1023 East Baltimore Pike, Media, PA 19063-5126, together with 21 surface parking spaces to be used for such purposes as determined by the Ganerai Services Administration.			
II. Paragraph 2 of the Lease (Standard Form 2) is hereby deleted in its entirety and replaced with the following:			
"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on <u>August 19, 2011</u> through <u>August 18, 2021</u> , subject to termination and renewal rights as may be hereinafter set forth."			
III. Paragraph 3, of the (Standard Form 2) of the lease is amended by deleting Lease Rider Paragraph 13 in its entirety and replaced with the following:			
13: Lessor shall complete the building shell as defined in the lesse and complete all alterations, improvements and repairs required by this lease, and deliver the leased premises ready for occupancy by the Government within sixty-five (65) working 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 ten (10) consecutive calendar years. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.			
Upon acceptance of the leased premises by the Government, the seme shall be measured and rental shall be paid, in accordance with Peragraph 4.1 of the lease, 'Measurement of the Space', and Paragraph 27 of General Clauses, GSA Form 3517, 'Payment', at the rate of:			
IN MITNESS MILLEDGOE the position house have because and add that are the date for the second			
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.  LESSOR			
SIGNATUR	200011	NAME OF SIGNER	
		Kern E. M.	-Laushlin
940 W. Sprow Road, Ste 301, Springfield, PA19064			
IN PRESENCE OF			
Service de Alleida de Caracita		NAME OF SIGNER	1,
		Julie Mar	<u> 41/1</u>
Road, Ste 301, Springfield, PA 19064			
	UNITED STATES OF AUG	:DIC X	

NAME OF SIGNER BEICE KING
OFFICIAL TITLE OF SIGNER

LCO

NAME OF SIGNER

SIGNATURE

SUPPLEMENTAL LEASE AGREEMENT NO. 1

Page 2 of B

TO LEASE NO. GS-038-08480

## Years 1 through 5:

Shell Rental: \$65,174.90 per year

Amortized Annual Cost for Tenant Improvement Allowance\*: \$15,920.08 per year,

In accordance with tease negotiations, the Tenant Improvement rate stated above reflects and interest rate of 0% over a one hundred and twenty (120) month period, which exceeds the firm term of the lease. Should the Government exercise its termination rights, the Government shall have no obligation to pay the Lessor any remaining balance for the Tenant improvement rent beyond the firm term of the lease.

Interest Rate at which Tenant Alterations are amortized: 0%

Amortized annual cost for

Annual Cost of Services: \$23,772.00 per year

Years 6 through 10:

Shell Rental: \$62,797.70 per year

Amortized Annual Cost for Tenant Improvement Allowance\*: \$15,920.08 per year;

Amortized annual cost for

Annual Cost of Services: \$23,772.00 per year

The rent shall be adjusted downward if the Government does not utilize the entire Tenant improvement Allowance of \$168,386.00 or \$42.50 per ANSI/BOMA Office Area square foot, which is included in the rent using the 0% amortization rate over the amortization term of ten (10) years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 0% amortization rate.

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 emortization rate over the firm term of the lease.

In accordance with the lease negotiations, the lessor has offered free rent to the Government for the first three (3) months of the lease. Therefore, the first three (3) months of the lease shall be provided at no cost to the Government.

- Paragraph 7 of the Leese (Standard Form 2) is hereby amended by including the following:
  - G. Schedule for completing building shell improvements
  - H. As-built floorplan of occupied space
  - I. Installed-furniture floorplan of occupied space

All other terms and conditions remain in full force and effect.

INITIALS: Ku & BY

Lessor Government