

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES		SUPPLEMENTAL AGREEMENT No. 5	DATE AUG 23 2011
SUPPLEMENTAL LEASE AGREEMENT		TO LEASE NO. GS-03B-09460	
ADDRESS OF PREMISE Philadelphia Design & Distribution Center 4700 Wissahickon Avenue Philadelphia, PA 19144-4248		PDN No. PS0020623	

THIS AGREEMENT, made and entered into this date by and between

Forty Seven Hundred LP and IMD Forty Seven Hundred, LLC

whose address is **101 Richardson Street
Brooklyn, NY 11211-1344**

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 lump-sum payment for overage of the TI Allowance.

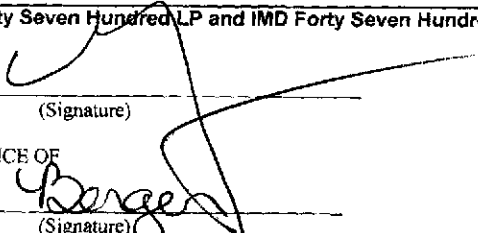

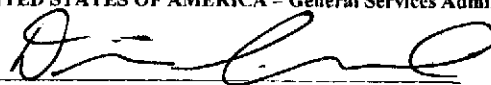
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective June 14, 2011, as follows:

A. This Supplemental Lease Agreement (SLA) is being executed in order to identify the lump-sum cost payable to the Lessor for the costs in excess of the Tenant Improvement (TI) Allowance Amortized into the Lease Contract Rental Payments. The Total TI Allowance Amortized into the Lease Contract Rental Payments is \$757,868.40, as identified in SLA No.4. The new Total TI costs payable by the Government is \$759,788.23, in accordance with the Notice to Proceed (NTP) issued on June 14, 2011 for Change Order No. 7. Considering the new Total TI costs exceeds the TI Allowance Amortized into the Lease Contract Rental Payments, the difference which is \$1,919.83 (\$759,788.23 - \$757,868.40) will be paid to the Lessor in a Lump-Sum payment upon the Government's Official Inspection and Acceptance of the work.

B. The Government shall reimburse the Lessor in the amount of \$1,919.83 for the work in Paragraph A upon completion of the work, inspection and acceptance by the Government, and receipt of a properly furnished invoice. The invoice must include a description of the work completed, the Lease Number, SLA Number, and PDN Number referenced above. The invoice must be duly executed by the Lessor for the cost of the work completed, and shall be directly forwarded to the General Services Administration, Greater Southwest Region (7BC), PO BOX 17181, Fort Worth, Texas 76102-0181. A copy of the invoice must also be sent to the Contracting Officer.

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: Forty Seven Hundred LP and IMD Forty Seven Hundred, LLC	
BY  (Signature)	_____ (Title)
IN THE PRESENCE OF  (Signature)	<u>101 Richardson St Brooklyn NY 11211</u> (Address)
UNITED STATES OF AMERICA - General Services Administration, Real Estate Acquisition Division	
BY  (Signature)	Contracting Officer _____ (Official Title)