

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICES
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
No. 1
Page 1 of 35

DATE

May 11, 2011

TO LEASE NO.
GS-03B-09612

PEGASYS DOCUMENT #
PS0020238

ADDRESS OF PREMISE Mellon Independence Center
701 Market Street
Philadelphia, PA 19106-1538

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

whose address is Independence Center Realty, LP
701 Market Street
Philadelphia, PA 19106-1538

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 **Issue Notice to Proceed for the construction of Tenant Improvements**.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **May 2, 2011** as follows:

- A. The Lessor shall furnish, install, and maintain all labor, materials, tools, equipment, services and associated work to complete the attached scope of work/price proposal for expansion build out of the Government's space. The work shall be completed within 80 working days. This SLA consists of the following documents hereto attached and incorporated into the lease contract:
1. Final Construction Bid (Exhibit A)
 2. Final CDs (Exhibit B)
- B. From the agreed upon Tenant Improvement amount of \$680,598; \$559,919.52 shall be amortized at 6.5% interest over the remaining firm term of the lease and the balance of the improvements, \$120,678.48, shall be paid in lump sum after installation and acceptance of the improvements. Any change orders that effect this pricing shall be submitted in writing to the Contracting Officer for their approval.
- C. Upon completion of all the above referenced work, the Lessor shall notify the Contracting Officer for final inspection and acceptance of the space. The Lessor hereby waives future restoration rights as a result of these improvements. After inspection and acceptance of these items and all other lease requirements, the Lessor must submit a properly executed invoice at <http://www.finance.gsa.gov>.

A properly executed invoice must reference the PDN number, lease, and SLA number and a description of the work and amount billed. A copy of the invoice must also be sent to the Contracting Officer at The Strawbridge's Building, 20 North 8th Street, Philadelphia, PA 19107. Payment in the above referenced amounts for these improvements will become due within thirty (30) days of acceptance of the work by the Government.

This SLA contains 35 pages.

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: Independence Center Realty, LP

BY

IN THE PRESENCE OF

Independence Center Realty L.P.

By: ICR-I, Inc., its general partner

By: Mark P. Merlino, its vice president

701 Market Street, Philadelphia, PA 19106

(Signature)

(Address)

UNITED STATES OF AMERICA, GSA, PBS, REAL ESTATE ACQUISITION DIVISION

BY

Contracting Officer

(Signature)

(Official Title)