

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES  SUPPLEMENTAL LEASE AGREEMENT PAGE 1 OF 2	SUPPLEMENTAL AGREEMENT No. 1	DATE
	TO LEASE NO. GS - 03B - 09432	PEGASYS DOCUMENT NUMBER (PDN)

ADDRESS OF PREMISE  
225 Wilmington West Chester Pike  
Chadds Ford, PA 19317-9011

THIS AGREEMENT, made and entered into this date by and between  
  
CEG IV Livingston Holdings, LLC  
c/o Merion Commercial Realty, Inc.  
  
whose address is 223 Wilmington West Chester Pike  
Suite 105  
Chadds Ford, PA 19317-9007

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 the square footage, to establish the lease term, to amend the Common Area Factor, to amend the rental rate for Years 1 through 5 of the lease term, to establish the annual rent, to amend the Tenant Improvement Allowance and amortized Tenant Improvement Allowance rate, and to amend the percentage of occupancy.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective May 1, 2010, as follows:

- A. Paragraph 1 of Standard Form 2 of the Lease is hereby amended by deleting the existing text in its entirety and substituting, in lieu thereof, the following:

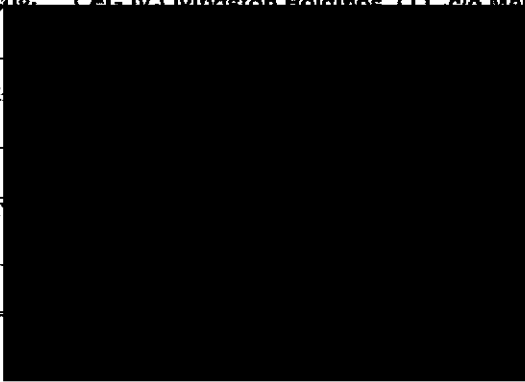

"1. The Lessor hereby leases to the Government 2,418 ANSI/BOMA Office Area square feet located on the first floor of 225 Wilmington West Chester Pike, Chadds Ford, PA, 19317-9011, to be used for such purposes as may be determined by the Federal Government."

- B. Paragraph 2 of Standard Form 2 of the Lease is hereby amended by deleting the existing text in its entirety and substituting, in lieu thereof, the following:

"2. To have and to hold the said premises with their appurtenances for the term beginning on May 1, 2010 through April 30, 2020, subject to termination and renewal rights as may be hereinafter set forth."

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: CEG IV Livingston Holdings, LLC c/o Merion Commercial Realty, Inc.  
BY:  *Director of Asset Management*  
IN THE PRESENCE OF:   
UNIT: \_\_\_\_\_  
BY: \_\_\_\_\_  
Contracting Officer  
(Official Title)

C. Paragraph 10 of the Rider to Lease is hereby amended by deleting the existing text in its entirety and substituting, in lieu thereof, the following:

**"10. Common Area Factor**

The Common Area Factor of this building for this Government lease that is applied to the ANSI/BOMA Office Area square feet (ABOA) to determine the rentable square is 1.1435070306038047973531844499586 (2,765 RSF/2,418 ABOA SF)."

D. Paragraph 13 of the Rider to the Lease is hereby amended by altering the Amortized Annual Cost for Tenant Improvement Allowance for Years 1 – 5 so that the new amount shall be \$1.82 per ANSI/BOMA Office Area (ABOA) square foot. Consequently, the new Total Rate per ABOA square foot for Years 1 – 5 shall be \$33.25. The Government shall pay the Lessor annual rent of \$80,398.50 (\$33.25 / ABOA square foot x 2,418 ABOA square feet) at the rate of \$6,699.88 per month in arrears from May 1, 2010 through April 30, 2015 and an annual rent of \$82,985.76 (\$34.32 / ABOA square feet x 2,418 ABOA square feet) at the rate of \$6,915.48 per month in arrears from May 1, 2015 through April 30, 2020, subject to accrued operating cost escalations.

The fourth clause under Paragraph 13 of the Rider to the Lease beginning with "The Tenant Improvement Allowance is..." and ending with "...\$5.46 per ANSI/BOMA square foot" is hereby amended by the deleting the existing text in its entirety and substituting, in lieu thereof, the following:

"The Tenant Improvement Allowance is \$18,121.53. The annual amortized cost of the Tenant Improvement Allowance shall be \$1.82 per ANSI/BOMA square foot (Total Tenant Improvement Allowance of \$18,121.53 amortized at 8% interest over a 60-month term)."

The fifth clause under Paragraph 13 of the Rider to the Lease beginning with "The rent shall be adjusted..." and ending with "...the rent shall be reduced proportionately" is hereby amended by the deleting the existing text in its entirety.

The sixth clause under Paragraph 13 of the Rider to the Lease beginning with "If the Government spends..." and ending with "...over the firm term of the lease" is hereby amended by deleting the existing text in its entirety.


E. Paragraph 9 of the Rider to the Lease is hereby amended by deleting the existing text in its entirety and substituting, in lieu thereof, the following:

"9. The total percentage of space occupied by the Government under the terms of the lease is equal to 5.9 percent of the total space available in the Lessor's building, and will be used as the basis for computing the Government's pro-rata share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause."

Initials:



Lessor



Government

GSAFORM 276 (REV. 7-67)