

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT (SLA) No. 2	TO LEASE NO. GS-03B-09468	DATE 9-6-12
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ADDRESS OF PREMISE 701 East Chelton Avenue Philadelphia, PA, 19144-1206	PEGASYS DOCUMENT NUMBER PS0024684
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THIS AGREEMENT, made and entered into this date by and between

Direct Invest Germantown, LLC
whose address is : 114 North Main Street, Suite 100
Suffolk, VA 23434-4564

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 initial tenant improvements build out.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:


- A. This Supplemental Lease Agreement (SLA) formally and officially issues Notice to Proceed (NTP) for the [redacted] initial tenant improvements (TI) build out proposed for the space located at 701 East Chelton Avenue, Philadelphia, PA, 19144-1206, pursuant to the TI proposals dated June 5, 2012, August 7, 2012, and September 6, 2012, in the total amount of \$941,851.74. The total costs amortized into the TI rental rate are \$633,293.04. The remaining portion of the TI will be paid via a one-time lump sum payment in the amount of \$308,558.70.

This work shall be performed and completed in accordance with all lease performance provisions and criteria, and the Design Intent Drawings (DIDs) dated June 11, 2011 and June 16, 2011, Smith Group drawings dated September 29, 2011 and July 24, 2012, Security Drawing dated September 7, 2011, and the tenant improvement portion of the site work and installation of fencing and gates for the parking lot as shown on the drawings dated January 18, 2012 and March 15, 2012.

This Supplemental Lease Agreement contains 2 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.

LE BY	 _____ (MANAGER) (Ti)
	114 N. MAIN ST. # 100 SUFFOLK, VA 23434 _____ (Address)
	_____ Contracting Officer (Official Title)

Supplemental Lease Agreement
No. 2 CONTINUED

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- B. The Government shall reimburse the Lessor in a lump sum payment in the amount of \$308,558.70, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer. The original invoice must be submitted directly to the GSA Finance Office at the following address:

General Services Administration
Greater Southwest Region (7BC)
P.O. Box 17181
Forth Worth, TX 76102-0181


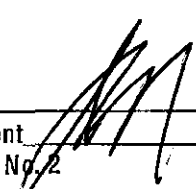
A copy of the invoice must also be mailed to the Contracting Officer at:

GSA, Public Buildings Service
Real Estate Acquisition Division, North Branch
The Strawbridge Building, 8th Floor
20 North 8th Street
Philadelphia, PA 19107-3101
ATTN: John McFadden

For an invoice to be considered proper, it must:

- 1) be received after the execution of this SLA,
- 2) include an invoice date,
- 3) include a unique, vendor-supplied invoice number,
- 4) include the name of the Lessor as shown on the Lease,
- 5) include the Lease Contract number, building address, and a description, price, and quantity of the items delivered,
- 6) reference the Pegasys Document Number (PDN) specified on this form (PS0024684),
- 7) indicate the exact payment amount requested, and
- 8) specify the payee's name and address. The payee's name and address must EXACTLY match the Lessor's name and address listed above.

Payment in the amount of \$308,558.70 will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

Lessor  Government 
Supplemental Lease Agreement No. 2