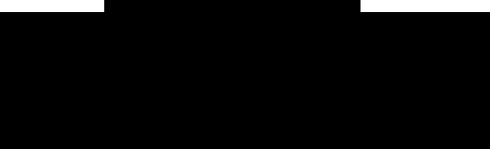


GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES  SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 1 Page 1 of 3  TO LEASE NO. <b>GS-03B-09470</b>	DATE 4/18/11
ADDRESS OF PREMISE 2401 Walnut Street Philadelphia, PA 19103- 4340		
THIS AGREEMENT, made and entered into this date by and between 2401 Walnut Street LP c/o Charles Block  whose address is 2401 Walnut Street Philadelphia, PA 19103- 4340  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 amend Paragraphs 1, 4, and 8 of the SFO section of the Lease, and to add paragraph 19 to the lease rider:		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>April 13, 2011</u> , as follows:		
<p><b>A. Paragraph 1.12.3 " Building Shell Requirements: Ceilings:" of the Lease is hereby amended by deleting the existing text in its entirety and inserting, in lieu thereof, the following:</b></p> <p>" 3. <i>Ceilings.</i> The Contracting Officer has approved the "exposed ceiling" system proposed by the Lessor as the building standard ceiling system. The acoustical ceiling system lighting shall be replaced with T-5 pendant lighting fixtures to meet the lighting standards of this lease."</p> <p><b>B. Paragraph 1.12.10 " Building Shell Requirements: Lighting" of the Lease is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof the following:</b></p> <p>"10. <i>Lighting.</i> The building standard T-5 fluorescent lighting fixtures shall be installed for an open office plan at the rate of 1 lamp per 80 ANS/BOMA Office Area square feet. Lighting as necessary shall be provided in all building common areas in accordance with the "Lighting: Interior and Parking" paragraph elsewhere in this SFO. The Contracting Officer has approved the use of T-5 fluorescent fixtures as the building standard lighting fixture."</p>		
Continued on page 2		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: Charles X. Block 	Manager, Bedrock Group LLC, GS of 2401 Walnut St _____ (Title)  2401 Walnut St Philadelphia, PA 19103 _____ (Address)	
UNITED STATES OF AMERICA GSA, PBS, North Service Center		
BY _____ (Signature)	Contracting Officer _____ (Official Title)	

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES  SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 1 Page 2 of 3  TO LEASE NO.	DATE 4/15/11  <b>GS-03B-09470</b>
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**C. Paragraph 4.8.D.10 of "Janitorial Services" of the Lease is hereby amended by deleting the existing text in its entirety and inserting, in lieu thereof, the following:**

- " 10. a. *Every two years:* Shampoo carpets in all offices and other non-public areas.
- b. *Every three years:* Polish the polished concrete floors within the tenant space and the building common areas."

**D. Paragraph 8.6 "Toilet Rooms" of the Lease is hereby amended by deleting the existing text in its entirety and inserting, in lieu thereof, the following:**

" 8.6 TOILET ROOMS (AUG 2008)

A. BUILDING SHELL:

1. Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities shall be located so that employees will not be required to travel more than 200 feet, on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
2. Each main toilet room shall contain the following:
  - a. a mirror above the sink
  - b. a toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing;
  - c. a coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories;
  - d. an automatic hand dryer, a soap dispenser, and waste receptacle for every two lavatories
  - e. a coin-operated sanitary napkin dispenser in women's toilet rooms with a waste receptacle in each water closet stall;
  - f. ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet, 6 inches;
  - g. a disposable toilet seat cover dispenser; and
  - h. a counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.

B. If newly installed, toilet partitions shall be made from recovered materials as listed in EPA's CPG."

**E. Paragraph 8.19.A.1.a "Lighting" of the Lease is hereby amended by deleting the existing text in its entirety and inserting, in lieu thereof, the following:**

- " a. The Lessor shall provide the approved T5 fluorescent pendant lighting fixtures (or building standard that meets or exceeds this standard) using no more than 2.0 W per ANSI/BOMA Office Area square foot. Such fixtures shall be capable of producing a light level of 50 average maintained foot-candles at working surface height throughout the space. Lessor to provide 1) an average of 25 foot-candles or higher in portions of work areas other than work surfaces and 2) 1 foot-candle to 10 foot-candles, or minimum levels sufficient for safety, in non-working areas. Exceptions may be granted by the GSA Buildings Manager, and approved by the GSA Contracting Officer. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off."

Continued on Page 3

Lessor Initials CB Government Initials CJ

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES  SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 1 Page 3 of 3	DATE 4/15/11
TO LEASE NO. <b>GS-03B-09470</b>		
<p><b>F. Paragraph 8.10.A.3 "Ventilation" of the Lease is hereby amended by deleting the existing text in its entirety and inserting, in lieu thereof, the following:</b></p> <p>"3. Toilet rooms shall be properly exhausted, with the exhaust system designed to provide full load 50 CFM per water closet and/or urinal per ASHRAE standard 62.1-2007.</p> <p><b>G. Paragraph 19 is hereby added to the lease rider:</b></p> <p>"19. Construction Documents related to the Tenant Improvements are estimated to cost:</p> <p>\$2.50 per ANSI/BOMA Office Area Square foot x 16,383 ANSI/BOMA square feet = \$40,957.50 and the cost of such construction documents shall be deducted from the tenant improvement allowance as outlined in Paragraph 3.2. This includes the cost of any and all engineering documents. Any additional costs for construction documents must be submitted and approved, in writing by the Contracting Officer prior to the generation of such documents. The Government is not responsible for any reimbursables from the architect unless the Lessor submits these expenses in advance to the Contracting Officer and the Contracting Officer approves the expenses.</p> <p>The cost for construction documents shall be paid as part of the Tenant Improvement Allowance."</p> <p><b>All other terms and conditions of the lease shall remain in force and effect.</b></p>		
Lessor Initials <u>CB</u>	Government Initials <u>W</u>	