

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. <u>21</u> TO LEASE NO. GS-03B-09427	DATE <u>May 27, 2010</u>
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ADDRESS OF PREMISE PEGASYS DOCUMENT NO.
 701 Market Street
 Philadelphia, PA

THIS AGREEMENT, made and entered into this date by and between
Independence Center Realty, LP
 whose address is 701 Market Street
 Philadelphia, PA 19107

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 correct the square footage.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective May 26, 2010 as follows:

1. 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:

"The Lessor hereby leases to the Government the following described premises:

A total of 661 rentable square feet (RSF) (yielding 575 ANSI/BOMA office area square feet (BOASF)) consisting of a portion of the 4th floor of office and related space at the building known as Mellon Independence Center located at 701 Market Street, Philadelphia, PA 19106 to be used for such purposes as determined by the Government.

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

The Government occupies 661 rentable square feet in the building consisting of 718,107 rentable square feet representing 0.00092% of the building, and such percentage will be used to determine the Government's pro-rata share of real estate taxes pursuant to Paragraph 3.3 of the lease.

3. Rider Paragraph 12 of the Lease is hereby amended by deleting the existing text in its entirety and substituting in lieu thereof the following:

Continued on page 2:

All other terms and conditions of the lease shall remain in force and effect.

Independence Center Realty L.P.
 By: ICR-I, Inc., its general partner
 By: Mark P. Merlini, its vice president
 701 Market Street, Philadelphia, PA 19106

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR

BY Mark P. Merlini Vice President
 (Signature) (Title)

IN THE PRESENCE OF

Carol Coyle _____
 (Signature) (Address)

UNITED STATES OF AMERICA GSA, PBS, PHILATLANTIC SERVICE CENTER

BY Cheryl A. Warner Contracting Officer
 (Signature) (Official Title)

Years 1 through 5:

A total annual rent of \$20,299.31 (\$30.71 per Rentable Area Square Foot), plus accrued escalations, payable at the rate of \$1,691.61 per month in arrears, consisting of:

Shell Rent \$11.30 per Rentable Office Area Square Foot (RSF),

Amortized annual cost for Tenant Alteration Allowance: \$8.71 RSF

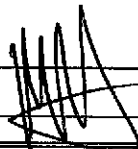
at which Tenant Alterations are amortized: 8.5%

Annual Cost of Services: \$10.70 per RSF, plus accrued escalations,

*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$23,386.18 or \$35.38 per RSF Office Area Square Foot, which is included in the rent, using the 8.5% amortization rate over the term of five (5) years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 8.5% amortization rate.

If the Government spends more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.

LESSOR



U.S. GOVERNMENT

