GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 2
TO LEASE NO. GS-03B-12002
PDN Number: PS0025648

ADDRESS OF PREMISES
2.0 University Place
30 N. 41st Street
Philadelphia, PA 19104-2201

THIS AGREEMENT, made and entered into this date by and between
UNIVERSITY PLACE ASSOCIATES, LLC
whose address is 5429 Chestnut Street, Suite M114.
Philadelphia, PA 19139-3325

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease (I) to order tenant improvements which exceed
the tenant improvement allowance in the amount of $1,349,332.73.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said
Lease is amended, effective February 1, 2013 as follows:

A. Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease
to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease
Amendment."

B. The parties agree that the Government issued a Notice to Proceed for construction of the tenant improvements via
letter (copy attached) dated February 1, 2013 in the amount of $3,782,280.17. The tenant improvement allowance
outlined in Lease Amendment #1 is $2,432,947.44. The Government hereby orders the balance of $1,349,332.73
to be paid as a one-time lump-sum payment as outlined in Paragraph C of this Lease Amendment.

Continued on next page

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

IN WITNESS WHEREOF, the parties have signed this Lease as of the below date.

FOR THE LESSOR:
Signature: [Redacted]
Name: [Redacted]
Title: [Redacted]
Entity Name: University Place Associates LLC
Date: 2/6/13

FOR THE GOVERNMENT:
Signature: [Redacted]
Name: [Redacted]
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 2/7/13

WITNESSED:
Signature: [Redacted]
Name: [Redacted]
Title: [Redacted]
Date: 2/6/13

LESSOR Government
C. Upon completion, inspection and acceptance of the space by the Government, the Lessor shall submit a properly executed original invoice. The Government shall reimburse the Lessor in a one-time lump-sum payment in the amount of $1,349,332.73 upon receipt of this properly executed original invoice. The invoice must be submitted directly to the GSA Finance Office at:

http://www.finance.gsa.gov

OR to the following address:

GSA, Greater Southwest Region (7BCP)
P.O. Box 17181
Fort Worth, Texas 76102-0181.

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

GSA, Public Buildings Service
North Service Center (3PRNE)
20 North Eighth Street, 6th Floor
Philadelphia, PA 19107-3191 Attn: Carrie Vineberg

For an invoice to be considered proper, it must:
1. Be received after the execution of this SLA,
2. Reference the Pegasys Document Number (PDN) specified on this form,
3. Include a unique, vendor-supplied, invoice number,
4. Indicate the exact payment amount requested,
5. Specify the payee's name and address as shown on the Lease,
6. Lease contract number, building address, and a description, price and quantity of the items delivered

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

Payment 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.