THIS AMENDMENT is made and entered into between City of Philadelphia

whose address is: Philadelphia International Airport
(a.k.a. 8500 Essington Avenue)
Executive Offices Terminal E
Philadelphia, PA 19153-7001

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 increase the square footage of the lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective August 9, 2012 as follows:

A. The Government hereby accepts 3,729 square feet of additional space for the Sprung Structure (as shown in the attached survey labeled Exhibit "A-5").

B. The parties hereby agree that the ground rent for the above reference space shall be $6.32 per square foot.

- Continued on the next page -

This Lease Amendment contains (5) 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 below date.

FOR THE GOVERNMENT:

Signature: [Redacted]
Name: [Redacted]
Title: Lease Contracting Officer
Entity Name: GSA, Public Buildings Service
Date: 7/10/2013

FOR THE LESSOR BY:

Signature: [Redacted]
Name: Deborah Davis
Title: [Redacted]
Date: 6/27/13

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
Name: [Redacted]
Title: Assistant City Solicitor
Date: 6/27/13

Approval As To Form:

City of Philadelphia

Assistant City Solicitor
C. Paragraph 2.01. Lease of Premises of the lease contract is hereby deleted and replaced with the following:

"2.01. Lease of Premises. Beginning on the Commencement Date (defined below), the City, subject to the terms and conditions of the Lease, hereby leases to the Government and the Government hereby leases from the City the following described premises (the "Leased Premises") totaling ten thousand five hundred fifty-five (10,555) square feet ("s.f.") of office and related space as shown and more particularly described in attached Exhibits A-1 through A-5:

- Terminal A-East, Second Floor Ticketing: 486 s.f.
- Terminal C, First Floor Ticketing: 2,415 s.f.
- Terminal D, First Floor Concourse: 3,167 s.f.
- Terminal E, First Floor Concourse: 758 s.f.
- Parcel No. A-East, Spring Structure: 3,729 s.f.*

D. Paragraph 5.01. Rent of the lease contract is hereby deleted and replaced with the following:

"5.01. Rent. The Government shall pay to the City, as Rent during the Term, the current rental rate established by the Airport Rates and Charges Regulation ("Rent"). The rental rate is subject to adjustment from time to time in accordance with the annual Airport Rates and Charges Regulation, promulgated by the Division of Aeronautics ("DAA"). The current Airport Rate, which is Ninety-Seven Dollars Forty-One Cents ($97.41) per s.f. per year for the office occupied under this lease and Six Dollars Thirty-Two Cents ($6.32) per s.f. per year ground rent for the Sprung Structure yielding a combined annual Rent of Six Hundred Eighty-Eight Thousand, Four Hundred Eighty-Seven Dollars and Ninety-Four Cents ($688,487.94), in equal monthly installments of Fifty-Seven Thousand, Three Hundred Seventy-Four Dollars ($57,374.00), shall be paid in arrears, due on the first workday of each calendar month, without the submission of invoices or vouchers, subject to available appropriations (see the attached Rent calculation labeled Exhibit "B")."