GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

LEASE AMENDMENT No. 1
TO LEASE NO. GS-03B-12077

ADDRESS OF PREMISES
One Penn Center
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1844

PDN Number: N/A

THIS AMENDMENT is made and entered into between
One Penn Associates, L.P.
whose address is: 1617 John F Kennedy Boulevard, Suite 1190
Philadelphia, PA 19103-1844

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 provide for an expansion of 1,572 ANSI/BOMA Office Area square feet/1,823 rentable square feet located on the fifth floor, Suite 545; a corresponding increase in annual rental; a corresponding increase to the base cost of services figure subject to the operating cost escalation; a corresponding increase to the percentage of occupancy; and to incorporate revised floor plans of each of the leased floors.

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 April 3, 2013 as follows:

A. Paragraph 1.01, sub-paragraph A of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

A Office and Related Space: 44,765 rentable square feet (RSF), yielding 38,591 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located the full 6th and a portion of the 5th floors of the Building, as depicted on the floor plan(s) attached to this Lease Amendment and labeled "Exhibit A."

B. "Exhibit A" of Paragraph 1.07 of the Lease is hereby substituted with "Exhibit A" of this Lease Amendment.

This Lease Amendment contains 3 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 LESSOR:

Signature: 
Name: 
Title: 
Entity Name: One Penn Associates 
Date: 4/9/13

FOR THE GOVERNMENT:

Signature: 
Name: 
Title: Lease Contracting Officer 
Entity Name: GSA, Public Buildings Service 
Date: 4/16/13

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: 
Title: MANAGER 
Date: 4/10/13

Lease Amendment Form 12/12
C. Paragraph 1.03, sub-paragraph A and B of the Lease are hereby amended by deleting the existing text and inserting in lieu thereof the following:

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

<table>
<thead>
<tr>
<th></th>
<th>FIRM TERM</th>
<th>NON FIRM TERM</th>
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<tbody>
<tr>
<td><strong>ANNUAL RENT</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Shell Rent</strong></td>
<td>$552,847.75</td>
<td>$649,092.50</td>
</tr>
<tr>
<td><strong>Tenants Improvements Rent</strong></td>
<td>$357,934.98</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Operating Costs</strong></td>
<td>$341,172.37</td>
<td>$341,172.37</td>
</tr>
<tr>
<td><strong>Building Specific Security</strong></td>
<td>$11,338.97</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**TOTAL ANNUAL RENT** $1,263,294.07 $990,264.87

1. Shell rent (Firm Term) calculation: $12.35 per RSF multiplied by 44,765 RSF
2. The Tenant Improvement Allowance of $54,8858 is amortized at a rate of 5 percent per annum over 7 years.
3. Operating Costs rent calculation: $7.621409 per RSF multiplied by 44,765 RSF
4. Building Specific Security Costs of $64,145.00 amortized at a rate of 5 percent per annum over 7 years, which equates to $.2533 per rsf multiplied by 44,765 rsf.
5. Parking costs described under sub-paragraph G below

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 38,591 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

D. Paragraph 1.06 of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

**1.06 RENEWAL RIGHTS (AUG 2011)**
This Lease may be renewed at the option of the Government for a term of [RENEWAL TERM] at the following rental rate(s):

<table>
<thead>
<tr>
<th>SHELL RENTAL RATE</th>
<th>ANNUAL RENT</th>
<th>ANNUAL RATE / RSF</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPERATING COSTS</td>
<td>OPERATING COST BASIS SHALL CONTINUE FROM [EXISTING LEASE TERM]. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.</td>
<td></td>
</tr>
</tbody>
</table>

provided notice is given to the Lessor at least ninety (90) days before the end of the original Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.

E. Paragraph 1.11 the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

**1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)**
As of the Lease Award Date, the Government’s Percentage of Occupancy, as defined in the “Real Estate Tax Adjustment” paragraph of this Lease is 7.117 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 44,765 RSF by the total Building space of 629,007 RSF.

F. Paragraph 1.13 of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

**1.13 OPERATING COST BASE (AUG 2011)**
The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor’s base rate for operating costs shall be $7.621409 per RSF ($341,172.37/annum).

INITIALS: [LENDER] & [GOVT]

Lease Amendment Form 12/12