

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE September 14, 2005

LEASE NO.
GS-03B-05363

THIS LEASE, made and entered into this date by and between

WANAMAKER OFFICE LEASE, LP

whose address is

210 West Rittenhouse Square, Suite 1900
Philadelphia, PA 19103

and whose interest in the property hereinafter described is that of owner

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

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

78,625 ANSI/BOMA office area square feet (94,350 rentable square feet (RSF)) of office and related space on the tenth (10th), eleventh (11th) and twelfth (12th) floors (as high-lighted in yellow on the attached floorplans labeled Exhibits A, B, and C) and 21 (twenty-one) structured, reserved parking spaces at the building commercially known as The Wanamaker Building, 100 Penn Square East, Philadelphia, PA 19107.

to be used for such purposes as determined by the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on see Rider Paragraph 11 through see Rider Paragraph 11, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ see Rider Paragraph 11 at the rate of \$ see Rider Paragraph 11 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Wanamaker Office Lease, LP, P.O. Box 633869, Cincinnati, OH 48263-3869

4. The Government may terminate this lease, in whole or in part, after the fifth full year of the lease by giving at least one hundred and twenty (120) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination, provided the Government has fully vacated the space in question. If the Government terminates less than the entire premises, the space terminated shall be demised from the remaining space by the Government and such space shall have a marketable configuration. Said notice shall be computed commencing with the day after the date of mailing.

5. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- a. The preparation of the Design Intent Drawings, as outlined in Paragraph 3.17B
- b. All alterations and installations in accordance with the Design Intent Drawings
- c. All miscellaneous requirements outlined in the attached Section 3
- d. All general architectural requirements outlined in the attached Section 4
- e. All architectural finishes requirements outlined in the attached Section 5
- f. All mechanical, electrical and plumbing requirements outlined in the attached Section 6
- g. All services, utilities and maintenance requirements outlined in the attached Section 7
- h. All safety and environmental management requirements outlined in the attached Section 8 and
- i. All special requirements outlined in the attached [REDACTED] Philadelphia Regional Office Space Requirements

6. The following are attached and made a part hereof:

- a. Rider paragraphs 8 - 21
- b. Section 1, Summary, Paragraphs 1.9 - 1.12
- c. Section 2.1, Accessibility and Seismic Safety
- d. Section 3, Miscellaneous, Paragraphs 3.1, 3.2, 3.4, 3.6, 3.8, 3.9 and 3.11 - 3.20
- e. Section 4, General Architecture, Paragraphs 4.1 - 4.12
- f. Section 5, Architectural Finishes, Paragraphs 5.1 - 5.23
- g. Section 6, Mechanical, Electrical, Plumbing, Paragraphs 6.1 - 6.16 and 6.18 - 6.19
- h. Section 7, Services, Utilities, Maintenance, Paragraphs 7.1 - 7.10
- i. Section 8, Safety and Environmental Management, Paragraphs 8.1 - 8.11
- j. [REDACTED] Philadelphia Regional Office Space Requirements
- k. GSA Form 3517B, General Clauses
- l. GSA Form 3518, Representations and Certifications
- m. GSA Form, Small Business Sub-Contracting Plan
- n. Floorplans - Exhibit A, Exhibit B, and Exhibit C

7. The following changes were made in this lease prior to its execution:

- a. the following paragraphs were deleted in their entirety:
1.1 - 1.8, 1.13 - 1.16, 2.2, 3.3, 3.5, 3.7, 3.10, 6.17 and Section 9.0
- b. the following paragraphs were deleted in part and/or amended
2.1, 3.1, 3.4 F, 3.14, 3.17B, 4.9, 5.7A, and 7.5

I, [REDACTED] subscribed their names as of the date first above written.

LESSOR
By [REDACTED] *and partner*

BY [REDACTED] *President*
(Signature) (Signature)

IN PRE [REDACTED] [REDACTED]

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY [REDACTED] Contracting Officer
(Signature) (Official title)

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8. In no event shall the lessor enter into negotiations concerning the leased premises with representatives of Federal agencies other than Contracting Officers and their designated representatives of the General Services Administration. All change orders shall be ordered by a GSA Contracting Officer.

9. The total percentage of space occupied by the Government under the terms of the lease is equal to 9.8354% of the total space available in the lessor's building, and such percentage will be used as the basis for computing the Government's pro-rata share of real estate taxes, as defined in Paragraph 3.4 of the lease. The percentage of occupancy is derived by dividing the total Government space of 94,350 rentable square feet by the total building space of 959,294 rentable square feet.

10. For purposes of determining the base rate for future adjustments to the operating cost (Paragraph 3.6 of the lease) the Government agrees that the base rate quoted on the "Lessor's Annual Cost Statement", (GSA Form 1217) dated February 4, 2005, which is \$6.52 per ANSI/BOMA Office Area square foot is acceptable. This figure includes the Government's pro-rata share of operating costs. The basis for annual operating costs escalations will be the revised U.S. All Cities Average Consumer Price Index for Wage Earners and Clerical Workers.



11. Lessor shall complete the building shell as defined in the lease and complete all alterations, improvements, and repairs required by this lease, and deliver the leased premises ready for occupancy by the Government within 180 calendar days from the date of notice to proceed with the construction of the tenant improvements. When Lessor has substantially completed all such alterations, improvements, and repairs, Lessor shall promptly notify the Contracting Officer, who shall promptly cause the same to be inspected.

The lessor shall give the Government at least fifteen (15) calendar days written notice of the anticipated substantial completion date of the build-out of the space. The Government shall have five (5) calendar days from the anticipated substantial completion date to inspect the leased premises to determine whether or not it is ready for occupancy. In no event shall the lease term begin until all of the alterations and installations to be performed by the Lessor under this lease have been substantially completed and accepted by the Government.

Upon the date of substantial completion of such alterations, improvements, and repairs and inspection and acceptance by the Government, the term of this lease shall commence and shall continue for ten (10) consecutive calendar years. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.

Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 3.8 of the lease.

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"Rentable Space", Paragraph 3.9 of the lease, "ANSI/BOMA Office Area Square Feet"
and Paragraph 26 General Clauses, GSA Form 3517, "Payment" at the rate of:

Years 1 through 5:

No Rent shall be paid for the first three (3) months of the lease term.

A total annual rent of \$1,835,107.50 (\$23.34 per ANSI/BOMA Office Area Square Foot), plus accrued escalations, payable at the rate of \$152,925.63 per month in arrears, consisting of:

Shell Rent \$9.22 per ANSI/BOMA Office Area Square Foot (BOAF),

Amortized annual cost per BOAF for Tenant Alteration Allowance*: \$7.60 per BOAF.

Interest rate at which Tenant Alterations are amortized: 0%

Annual Cost of Services: \$6.52 per BOAF, plus accrued escalations

Parking: included in the shell rent; no additional cost

Years 6 through 8:

A total annual rent of \$1,693,582.50 (\$21.54 per ANSI/BOMA Office Area Square Foot), plus accrued escalations, payable at the rate of \$141,131.88 per month in arrears, consisting of:

Shell Rent \$15.02 per ANSI/BOMA Office Area Square Foot (BOAF),

Annual Cost of Services: \$6.52 per BOAF, plus accrued escalations

Parking: included in the shell rent; no additional cost

Years 9 through 10:

A total annual rent of \$1,552,057.50 (\$19.74 per ANSI/BOMA Office Area Square Foot), plus accrued operating expenses, payable at the rate of \$129,338.13 per month in arrears, consisting of:

Shell Rent: \$13.22 per ANSI/BOMA Office Area Square Foot (BOAF),

Annual Cost of Services: \$6.52 per BOAF, plus accrued escalations

Parking: included in the shell rent; no additional cost

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*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$2,986,177.50 or \$37.98 per ANSI/BOMA Office Area Square Foot, which is included in the rent, using the 0% 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 0% amortization rate.

The Lessor will have available, if necessary, additional Tenant Improvement Allowance dollars of \$7.60 per ANSI/BOMA Office Area Square Foot for a total of \$45.58 per ANSI/BOMA Office Area Square Foot. If the Government spends more than the \$37.98 per ANSI/BOMA Office Area Square Foot, 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.

12. The "swing space" being offered during the build-out phase is the approximately 10,000 square feet of space to be vacated by [redacted] upon completion of the unfinished space on the 12th floor. (the swing space will be whatever space [redacted] vacates during the first phase of the project) If existing furniture is not available from [redacted] the Lessor shall provide temporary furniture in the vacated/swing space at the Lessor's cost.

13. If any temporary moves are required (within the building), the Lessor will arrange and coordinate the move services and include the associated expenses as the Lessor's cost. The Lessor shall be responsible for any temporary telecommunications equipment (including installation), any temporary relocation costs, and any temporary furniture (including furniture set-up).

14. Construction Documents related to the Tenant Improvements are estimated to cost \$100,781.25 and the cost of such construction documents shall be deducted from the tenant improvement allowance as outlined in Paragraph 3.17C. Any additional costs for construction documents must be submitted and approved, in writing, by the Contracting Officer prior to the generation of such documents. If the actual costs are less than \$100,781.25, the Lessor shall notify the Contracting Officer.

15. The construction management fee for the initial build-out shall be 3.5%.

16. The Common Area Factor of this building for this Government lease that is applied to the ANSI/BOMA Office Area square feet to determine the rentable square feet is 1.20%.

17. In accordance with Paragraph 7.3 of the lease, the additional cost to the Government for overtime use of Government leased space is \$95.00 per hour.

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18. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove same if so desired. In the event such are not removed by the Government at the end of this lease term, or any extension thereof, title shall vest in the Lessor and all right of restoration waived.

19. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to, repairs, alterations, or overtime services, nor will any rental be paid for occupancy in whole or in part except for the Lease term specified herein, unless approved in advance and in writing by an authorized official of the General Services Administration or the Government remains in possession of the leased premises beyond the lease term.

20. If, during the term of this Lease including extensions, title of this property is transferred to another party either by sale, foreclosure, condemnation or other transaction, the Lessor (transferor) shall promptly notify the Contracting Officer of said transfer. The following information shall accompany this notification:

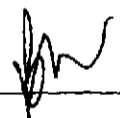
- a. A certified copy of the deed transferring title to the property from the Lessor to the new owner.
- b. A letter from the new owner assuming, approving and agreeing to be bound by the terms of this Lease.
- c. A letter from the Lessor waiving all its rights under this Lease against the Government up to the effective date of the transfer.
- d. The new owner's employer identification number or Social Security number.
- e. The new owner's full legal name. If a corporation, indicate the state of incorporation. If a partnership, list all partners fully. If a limited partnership, list all general partners and identify under the laws of which state the limited partnership is created. If a realty trust, give names of all trustees and recording date of the trust.

The foregoing information must be received by the fifteenth day of the month in which the transfer of title will be affected. The rent for that month, adjusted in accordance with the effective date of transfer, will be processed to the Lessor. Initial rental payment to the new owner will be processed on the first day of the second month following the transfer of title. If the notification of transfer and related information is not received until the sixteenth day of the month (or later) in which the transfer of title will be affected, the full contract rental for that month will be forwarded to the Lessor. In this instance, it will be the responsibility of both the Lessor and the new owner to submit, in conjunction with other requested information, a letter of agreement regarding disposition of the monthly rent with respect to the effective date of transfer. In any instance, failure to submit the documentation required for transfer of title will result in a stop payment of rent until such time as the Contracting Officer receives all documentation.

21. Definitions:

- A. Where the word "Offeror" appears it shall be considered "Lessor"

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- B. Where the word "should" appears it shall be considered to be "shall"
- C. Where the word(s) "Solicitation" or "Solicitation for Offers" appears it shall be considered to be "Lease"