

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

September 13, 2011

LEASE NO.

GS-03B-12002

THIS LEASE, 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

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:

A total of 53,435 Rentable Square Feet (RSF) (yielding approximately 48,161 ANSI BOMA Office Area Square Feet (ABOA)), consisting of 17,946 Rentable Square Feet (RSF) (yielding approximately 16,175 ANSI BOMA Office Area Square Feet (ABOA)) located on the 3rd floor, 20,322 Rentable Square Feet (RSF) (yielding approximately 18,316 ANSI BOMA Office Area Square Feet (ABOA)) located on the 2nd floor, and 15,167 Rentable Square Feet (RSF) (yielding approximately 13,670 ANSI BOMA Office Area Square Feet (ABOA)) located on the 1st floor, of the building to be constructed at 30 North 41st Street, Philadelphia, PA 19104-2201, together with 7 structured reserved parking spaces as depicted on Exhibits A1-A3 and Exhibit B (attached).

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

See Lease Rider Paragraph 12 through See Lease Rider Paragraph 12, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ See Lease Rider Paragraph 12 at the rate of See Lease Rider Paragraph 12 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

University Place Associates, LLC
5429 Chestnut Street, Suite M114
Philadelphia, PA 19139-3325

4. The Government may terminate this lease in whole or in part effective at any time after the tenth (10th) full year of occupancy by giving at least 180 days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. Intentionally Deleted

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

A. All services, utilities, maintenance, operations, and other considerations as set forth in this lease.

B. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]*. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and

Initials

Lessor

Govt

forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the thirteenth (13th) month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Thirteenth (13th) Month's Shell Rental Payment of \$85,718.65 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Thirteenth (13th) Month's Shell Rent.

Fourteenth (14th) Month's Shell Rental Payment of \$85,718.65 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourteenth (14th) Month's Shell Rent.

Fifteenth (15th) Month's Shell Rental Payment of \$85,718.65 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifteenth (15th) Month's Shell Rent.

Sixteenth (16th) Month's Shell Rental Payment of \$85,718.65 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Sixteenth (16th) Month's Shell Rent.

Seventeenth (17th) Month's Shell Rental Payment of \$85,718.65 minus prorated Commission Credit of [REDACTED] equals [REDACTED] Seventeenth (17th) Month's Shell Rent.

In accordance with lease negotiations, in addition to the abatement of rent from the Commission Credit, rent for the first 12 full months of the lease term (inclusive of tenant improvement amortization and operating costs) shall be abated in its entirety.

*subject to adjustment upon determination of actual TI expenditure

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

- A. Rider to Lease GS-03B-12002, pages 4-8
- B. Solicitation for Offers # OPA2111, pages 9-65
- C. [REDACTED] Special Requirements, pages 66-110
- D. [REDACTED] Structured Cable Plant Standards, pages 111-159
- E. Amendments #1-5 to SFO #OPA2111, pages 160-176
- F. GSA Form 3517, "General Clauses" version dated July 2008, pages 177-209
- G. GSA Form 3518, "Representations and Certifications" version dated January 2007, pages 210-216
- H. Exhibits A1-A3: Floor Plans, pages 217-219
- I. Exhibit B: Site and Reserved Parking Plan, page 220
- J. Exhibit C: Exterior Rendering, page 221
- K. Exhibit D: Building Elevations, pages 222-223
- L. Exhibit E: Lobby & Restroom Renderings, page 224
- M. Exhibit F: Common Area Materials, page 225
- N. Exhibit G: Common Area Finishes Narrative, Pages 226-227
- N. Exhibit H: LEED-CI Silver Scorecard, pages 228-229
- O. Exhibit I: Seismic Certification, page 230
- P. Exhibit J: Unreserved Parking Locations, page 231

8. The following SFO paragraphs were deleted in their entirety:

1.4, 1.7, 1.8, 2.3, 2.5, 3.1, 3.4

The following SFO paragraphs were deleted in part and/or amended:

1.1, 1.10, 3.2, 3.5, 4.4, 3.6, 3.7

This lease contains 231 pages

Initials:


Lessor


Govt

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Uni



BY _____

(Signature)

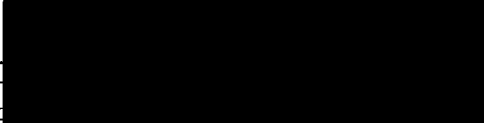
IN PRESENCE OF _____



1735 Market St, Ste. 4000, Philadelphia, PA 19103
(Address)

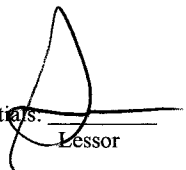
UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE

BY _____



Contracting Officer
(Official title)

STANDARD
AUGUST 2009 EDITION

Initials. 
Lessor


Govt

RIDER TO LEASE GS-03B-12002

9. In no event shall the lessor enter into negotiations concerning the space leased with representatives of Federal agencies other than Contracting Officers and their designated representatives of the General Services Administration.

10. The total percentage of space occupied by the Government under the terms of the lease is equal to 55.1354% percent of the total space available in the lessor's building, and will be used as the basis for computing the Government's pro-rata share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause. The percentage of occupancy is derived by dividing the total Government space of 53,435 rentable square feet by the total building space of 96,916 rentable square feet.

11. For purposes of determining the base rate for future adjustments to the operating cost, the Government agrees that the base rate of \$446,716.60 per year or \$8.36 per Rentable Square Foot (RSF), is acceptable. This figure includes the Government's pro-rata share of operating costs.

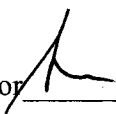

12. Lessor shall complete the building shell as defined in the lease and complete all alterations, improvements, and repairs required by this lease, and deliver the leased premises ready for occupancy by the Government within 100 working days from the date of notice to proceed with the construction of the tenant improvements. When Lessor has completed all such alterations, improvements, and repairs, Lessor shall promptly notify the Contracting Officer, who shall promptly cause the same to be inspected. Upon the date of 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 fifteen (15) 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 4.1 of the lease, "Measurement of Space" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of:

Years 1 through 5:

The total annual rent of \$1,827,265.96 breaks down as follows:

Shell Rent: \$1,028,623.75 per year, or \$19.25 per Rentable Square Foot (RSF)

Lessor  Government 

RIDER TO LEASE GS-03B-12002

Amortized annual cost for Building Specific Security: \$12,268.69 per year

Amortized annual cost for Tenant Improvement Allowance*:
\$339,656.92 per year

Interest rate at which BSS and Tenant Alterations are amortized: 8.0%

Annual Cost of Services: \$446,716.60 per year or \$8.36 per Rentable Square Foot (RSF), plus accrued escalations per Paragraph 4.3, "Operating Costs."

Years 6 through 10:

The total annual rent of \$1,987,570.96 breaks down as follows:

Shell Rent: \$1,188,928.75 per year, or \$22.25 per Rentable Square Foot (RSF),

Amortized annual cost for Building Specific Security: \$12,268.69 per year

Amortized annual cost for Tenant Improvement Allowance*:
\$339,656.92 per year

Interest rate at which BSS and Tenant Alterations are amortized: 8.0%

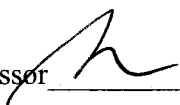

Annual Cost of Services: \$446,716.60 per year or \$8.36 per Rentable Square Foot (RSF), plus accrued escalations per Paragraph 4.3, "Operating Costs."

Years 11 through 15:

The total annual rent of \$1,846,713.60 breaks down as follows:

Shell Rent: \$1,399,997.00 per year, or \$26.20 per Rentable Square Foot (RSF)

Annual Cost of Services: \$446,716.60 per year or \$8.36 per Rentable Square Foot (RSF), plus accrued escalations per Paragraph 4.3, "Operating Costs."

Lessor  Government 

RIDER TO LEASE GS-03B-12002

*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$2,332,918.84 or \$48.44 per ANSI/BOMA Office Area Square Foot, which is included in the rent, using the 8.0% amortization rate over the firm term of ten (10) years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 8.0% 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.

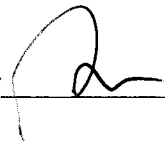
In accordance with lease negotiations, the Government shall be entitled to abatement of rent during the first 12 full months of the lease term (inclusive of tenant improvement amortization, building specific security amortization, and operating costs). Additionally, a portion of the monthly shell rent shall be partially abated during the 13th, 14th, 15th, 16th and 17th months of the lease term, in equal monthly amounts of \$71,057.304, for a total amount of \$355,286.50, as more fully set forth in paragraph 6(B) of the SF-2.

13. In accordance with Paragraph 3.2B, "Tenant Improvements Included In Offer" and Paragraph 5.2 "Tenant Improvement Pricing Requirements" of the Lease, the Lessor's Tenant Improvement Fees are established as follows:

- a) General Conditions charged by the Lessor's General Contractor for Tenant Improvements requested by the Government is 5.0% of Total Subcontractors' costs.
- b) General Contractor's fee charged by the Lessor's General Contractor for Tenant Improvements requested by the Government is 9.0% of Total Subcontractors' costs.
- c) Architectural/engineering fees charged by the Lessor for initial Tenant Improvements are \$130,000.00.
- d) Project Management fees charged by the Lessor for Tenant Improvements requested by the Government is 1.86% of Total Tenant Improvement Construction Costs.

5

Lessor

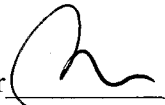


Government



RIDER TO LEASE GS-03B-12002

14. In accordance with Paragraph 4.6, "Overtime Usage", of the lease, the additional cost to the Government for overtime use of the entire Government leased space is \$75.00 per hour.
15. In accordance with Paragraph 4.4, "Adjustment for Vacant Premises", of the lease, if the Government fails to occupy any portion of the lease premises or vacates the premises in whole or in part prior to expiration of the terms of the lease, the rental rate for the vacated portion of the space will be reduced by \$2.00 per ANSI/BOMA Office Area square foot.
16. The Government shall be entitled to use of on-site reserved parking spaces for a total of seven (7) passenger vehicles, as illustrated on the site plan labeled "Exhibit B - Site and Reserved Parking Plan", attached hereto and made a part hereof. The cost of these parking spaces is included in the shell rental rate and the shell rate is not subject to any parking rate increases. Additionally, Lessor affirms as of lease execution that the locations and rates for unreserved parking identified in "Exhibit J - Unreserved Parking Locations", are accurate.
17. As part of building shell responsibilities, Lessor shall be responsible for achieving an Energy Star rating of no less than 75 within 18 months of occupancy by the Government. Additionally, Lessor hereby agrees to obtain a US Green Building Council Leadership in Energy and Environmental Design (LEED) Core and Shell PLATINUM rating no later than lease commencement or as soon thereafter as reasonably possible.
18. Any proposed changes to the base building design, building materials, or site plan and elevations described in Exhibit B - "Site and Reserved Parking Plans", Exhibit C - "Exterior Rendering", Exhibit D - "Building ElevationS", Exhibit E - "Lobby and Restroom Renderings", and Exhibit F - "Common Area Materials" of this lease must be submitted by the Lessor and shall be subject to the advanced written approval of the Contracting Officer.
19. In accordance with SFO Section 1.2(A)(2), Lessor is solely responsible for the cost of constructing the interconnecting open stairwell between Floors 1 and 2, identified in the "Exhibit A-3: Floorplan" and shown as "Stair 3". Finishes and materials installed within this stairwell shall be of high quality and consistent with interconnecting stairwells located in similar first class office buildings in Philadelphia, PA. This stairwell, as well as

Lessor  Government 