

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-05B-18679
LEASE AMENDMENT	
ADDRESS OF PREMISES: URS Tower 36 E. 7 th Street Cincinnati, OH 45202-4434	PDN Number: N/A

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

OC Parking Cincinnati 7th LLC

whose address is: 2929 Arch Street, Suite 1800
Philadelphia, PA 19104-7324

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

WHEREAS, the parties hereto desire to amend the above Lease. .

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective November 5, 2012 as follows:

Issued to establish the substantial completion date, document monthly rent based on final tenant improvement costs and approved change orders, and establish the final commission amount and credit.

I. The commencement date of the Lease is April 6, 2011 as described in SLA No. 1. The date of substantial completion and acceptance of Tenant Improvements is April 12, 2012.

CONTINUED ON PAGES 2 AND 3 ATTACHED HERETO

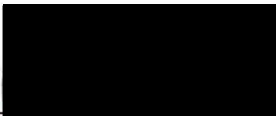
This Lease Amendment contains 3 pages.

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:

FOR THE GOVERNMENT:

Signature: 
 Name: Pennock J. Vestman
 Title: Authorized Person
 Entity Name: OC Parking Cincinnati 7th LLC
 Date: November 20, 2012

Signature: 
 Name: Christopher Pontiglo
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, 5CPSC
 Date: December 4, 2012
12/04/2012

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Kimberly Kupka
 Title: VP
 Date: November 20, 2012

II. Section 3 of Lease GS-05B-18679 is hereby replaced with the following:

"3. The Government shall pay the Lessor annual rent of

April 6, 2011 – May 24, 2011: \$142,773.57, at the rate of **\$11,897.80** per month in arrears based on a rate of **\$17.33530476** per rentable square foot based on 8,236 RSF combined premises for (b)(6) (5,927 RSF), and (b)(6) (2,309 RSF). (b)(6) vacated 2,309 RSF on May 24, 2011 as further described in SLA No. 1.

May 25, 2011 – April 11, 2012: \$106,686.00, at the rate of **\$8,890.50** per month in arrears based on a rate of **\$18.00** per rentable square foot, based on (b)(6) premises of 5,927 RSF.

April 12, 2012 – April 5, 2016: \$133,279.86, at the rate of **\$11,106.65** per month in arrears based on a rate of **\$22.4869** per rentable square foot, based on (b)(6) premises of 5,927 RSF.

April 6, 2016 – April 5, 2021: \$111,427.60, at the rate of **\$9,285.63** per month in arrears based on a rate of **\$18.80** per rentable square foot, based on (b)(6) premises of 5,927 RSF.

The operating expense portion of rent is subject to annual escalations as outlined in SLA No.1. Said date is anniversary date which is May 24th of each year.

Rent for a lesser period shall be prorated. Rent shall be made payable to:

**OC Parking Cincinnati 7th LLC
2929 Arch Street, Suite 1800
Philadelphia, PA 19104-7324"**

III. Upon full execution of this Lease Amendment No 4 Lessor can consider this as a Notice to Proceed with Change Order No. 1 (installation of the oak chair rail in the conference room). The anticipated date of completion and acceptance by the Government is on or before June 12, 2012.

IV. Section 8 of Lease GS-05B-18679 is hereby replaced with the following:

"8. The total Tenant Improvement Cost including all approved change orders is \$93,997.00 and is amortized at 6.0% for a period of 47 months and 24 days (4/12/12 – 4/5/16) and included in the rent (\$4.49 per rentable square foot).

V. Section 25 of Lease GS-05B-18679 is hereby replaced with the following:

"25. In accordance with Paragraph No. 2.5 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of (b)(6) of the firm term value of this lease, which for purposes of the commission calculation shall exclude the rent paid for (b)(6) for the period April 5, 2011 – May 24, 2011 ("Commission"). The total amount of the Commission is (b)(6). This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit, which shall be hereby agreed to as (b)(6) only (b)(6) which is (b)(6) of the Commission, will be payable to Studley when the Lease is awarded. The remaining (b)(6), which is (b)(6) of the Commission ("Commission Credit"), shall be credited to the Government as a credit to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue each month until fully recaptured.

INITIALS: PTT LESSOR & CB GOV'T

Notwithstanding Paragraph No. 3 of the 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 first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$8,890.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.

Second Month's Rental Payment \$8,890.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent.

Third Month's Rental Payment \$8,890.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's rent.

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

INITIALS: PS & CB
LESSOR GOV'T