

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	<b>LEASE AMENDMENT No. 3</b>
<b>LEASE AMENDMENT</b>	<b>TO LEASE NO. GS-03P-LPA00037</b>
<b>ADDRESS OF PREMISES</b> 201 King of Prussia Road Wayne, PA 19087-5147	<b>PDN Number: PS0042737</b>

**THIS AMENDMENT** is made and entered into between **Radnor Properties 201 KOP LP**

whose address is 2929 Walnut Street, Suite 1700  
Philadelphia, PA 19104-5436

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 modify the annual rent to include Tenant Improvements that have been accepted by the Government, and to reduce the Notice to Proceed amount authorized in Lease Amendment No. 2 for Tenant Improvements that exceed the TI Allowance.

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 16, 2019 as follows:

- Paragraph 1.03, sub-paragraph A of the Lease is 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:

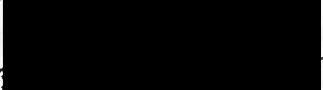
REMAINING FIRM TERM 04/16/2019 – 08/28/2026	
ANNUAL RENT	
SHELL RENT <sup>1</sup>	\$533,899.00
OPERATING COSTS <sup>2</sup>	\$116,790.24
TENANT IMPROVEMENTS RENT <sup>3</sup>	\$55,523.58
<b>TOTAL ANNUAL RENT</b>	<b>\$706,212.82</b>

This Lease Amendment contains 3 pages.

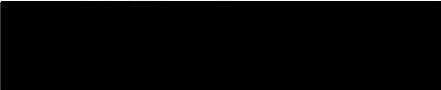
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


**FOR THE LESSOR:**

Signature:   
Name: JOHN SWENERT  
Title: SENIOR VICE PRESIDENT OF LEASING  
Entity Name: Radnor Properties 201 KOP LP  
Date: 5/2/19

**FOR THE GOVERNMENT:**

Signature:   
Name: Brian M. Pace  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, 3PRND  
Date: 5/2/19

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: Jessie M. Sbrini  
Title: Leasing Assistant  
Date: 5/2/19

<sup>1</sup>Shell rent calculation:

(Firm Term) \$34.75 per ABOA SF multiplied by 15,364 ABOA SF (rounded rentable rate is \$28.93 per RSF)

<sup>2</sup>Operating Costs rent calculation: \$7.60 (rounded) per ABOA SF multiplied by 15,364 ABOA SF (rounded rentable rate is \$6.33 per RSF). The Operating Cost is the original Operating Cost Base of \$6.04 per RSF (\$111,389.00 per year) plus accrued escalations through 2018, and will be adjusted for future escalations.

<sup>3</sup>Tenant Improvements of \$20.00 per ABOA SF (total TI amount \$307,280.00) are amortized at a rate of 8 percent per annum over the remaining firm term of 7 years and 4 months (commencing on April 16, 2019).

2. This Lease Amendment shall reduce the Notice to Proceed amount for Tenant Improvements that exceed the Tenant Improvement Allowance authorized in Lease Amendment No. 2 to \$14,218.02, due to a reduction in moving costs for furniture. A revised TICs Table is attached as Exhibit A.
3. Upon completion, inspection and acceptance of the space by the Government, the Lessor shall submit a properly executed original invoice. The Government shall reimburse the Lessor in a one-time lump-sum payment in the amount of \$14,218.02 upon receipt of this properly executed original invoice. The invoice must be submitted directly to the GSA Finance Office at: <http://www.finance.gsa.gov>

Or a properly executed original invoice shall be forwarded to:

General Services Administration  
Greater Southwest Region (7BC)  
PO Box 17181  
Fort Worth, TX 76102-0181

A copy of the invoice must also be emailed to the Contracting Officer at:  
[Brian.Pace@gsa.gov](mailto:Brian.Pace@gsa.gov)

For an invoice to be considered proper, it must:

1. Be received after the execution of this Lease Amendment,
2. Reference the Pegasys Document Number (PS0042737) specified on this form,
3. Include a unique, vendor-supplied invoice number,
4. Indicate the exact payment amount requested, and
5. Specify the payee's name and address. The payee's name and address must EXACTLY match the Lessor's name and address listed above, or, if completed, the remittance name and address specified below. If the Lessor chooses to have payments sent to an address other than the one listed above, that remittance address must be entered below.

Remit to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Payment in the amount of \$14,218.02 shall be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice, or completion of all work authorized by this Lease Amendment, whichever is later.

INITIALS:

LESSOR

&

GOVT