## GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE TO LEASE NO. GS-03B-12077 LEASE AMENDMENT ADDRESS OF PREMISES One Penn Center 1617 John F. Kennedy Boulevard

THIS AMENDMENT is made and entered into between

Philadelphia, PA 19103-1844

One Penn Associates, L.P.

whose address is:

Signature: Name: Title: Date: 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 establish the Tenant Improvement Build Out Costs and the Building Specific Security costs.

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 <u>November 20, 2013</u> as follows:

- A. The Government agrees to the total Tenant Improvement costs of \$2,549,960.29 (as shown in Exhibit "A" of this LA). The Government's total Tenant Improvement Allowance included in the rent is \$2,110,379.71. The remaining portion of the Tenant Improvements will be paid via a one-time lump sum payment in the amount of \$439,580.58 upon completion and acceptance of the space and in accordance with the invoicing instructions provided below. Additionally, the lease requires completion of the Tenant Improvement build-out no later than <a href="March 19, 2014">March 19, 2014</a> (80 working days following issuance of NTP).
- B. The parties agree that the Buildings Specific Security costs to the Government are \$61,000.000. The cost shall be paid separately from Tenant Improvement costs and amortized at a rate of five (5) percent per annum over seven (7) years.
- C. The lease rental terms and effective date shall be further clarified in a follow up Lease Amendment following completion of the work, inspection, and acceptance by the Government.

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: Title: Entity Name: Date:  Signature:  11 2 13	Signature: Name: Title: Lease Contracting Officer GSA, Public Buildings Service, Date: 12/3/20/3
WITNESSED FOR THE LESSOR BY:	

D. Upon completion of the work, the Lessor shall notify the Contracting Officer to arrange for an inspection. After inspection and acceptance of the work by the Government, a properly executed, original invoice shall be submitted at: http://www.finance.gsa.gov – or – a properly executed original invoice shall be forwarded to:

General Services Administration Greater Southwest Region (7BCP) P.O. Box 17181 Fort Worth, TX 76102-0181

If invoicing either electronically or by mail, a copy of the invoice must also be mailed to the Contracting Officer at:

GSA, Public Buildings Service Real Estate Acquisition Division 20 North Eighth Street, 8<sup>th</sup> Floor Philadelphia, PA 19107-3191 Attn: Tiffany Secoges

For an invoice to be considered proper, it must:

1) Be received after the execution of this LA,

- 2) Reference the Pegasys Document Number (PDN) 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 Legal Business Name or DBA associated with it in System for Award Management (SAM) or the DUNS included above.

Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

NITIALS:

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J.S. GOVT