

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2
	TO LEASE NO. <b>GS-03B-12077</b>
ADDRESS OF PREMISES One Penn Center 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1844	PDN Number: <b>PS0027797</b>

**THIS AMENDMENT** is made and entered into between

whose address is: **One Penn Associates, L.P.**  
**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 **November 20, 2013** 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 **March 19, 2014** (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:**

Signature:   
 Name: SS  
 Title: Pres of GP  
 Entity Name: One Penn Associates LP  
 Date: 11/26/13

**FOR THE GOVERNMENT:**

Signature:   
 Name: Michelle L. [Redacted]  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: 12/13/2013

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: ADRIENNE [Redacted]  
 Title: Office Manager  
 Date: 11/26/13

