GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT ADDRESS OF PREMISES One Penn Center 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1844 LEASE AMENDMENT No. 3 TO LEASE NO. GS-03B-12077 PDN Number: PS0028012

THIS AMENDMENT is made and entered into between One Penn Associates, L.P.

whose address is:

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 effective date of the lease and outline the lease term, to clarify the location of the space under lease and associated parking, to outline the lump sum payment in the amount of \$398,706.19 for change orders and to buy down a portion of the Tenant Improvement Allowance; and accordingly, to reduce the annual rent to reflect a decrease in the amount of Tenant Improvement costs amortized in the rent.

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 11, 2014** as follows:

- A. The Lease Term Commencement Date is hereby established as **April 11, 2014**. The lease term is established as April 11, 2014 through April 10, 2024.
- B. Paragraph 1.01, sub-paragraph A of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:
 - A. Office and Related Space: 44,765 rentable square feet (RSF), yielding 38,591 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the full 6th and a portion of the 5th floor(s) and known as Suites 600, 520, and 540, of the Building, as depicted on the floor plan attached to Lease Amendment No. 1 of the Lease Contract.
- C. In accordance with Paragraph 1.02, sub-paragraph A of the Lease, the location of one (1) parking space for the exclusive use of the Government is depicted in the plan attached to this Lease Amendment and labeled "Exhibit A."

This Lease Amendment contains 8 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.

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FOR THE GOVERNMENT:

Signature:	
Name:	-
Title:	
Entity Name:	One Pena Absociate, Co
Date:	4/30/14

Signature:
Name:
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date:

WITNESSED FOR THE LESSOR BY:

Signature:
Name:
Title:
Date:

HIGH TENIZER
OFFICE MANAGEL

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- D. 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:

	FIRM TERM	Non FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$552,847.75	\$649,092.50
TENANT IMPROVEMENTS RENT ²	\$298,279.15	\$0.00
OPERATING COSTS ³	\$341,172.37	\$341,172.37
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$11,338.97	\$0.00
PARKING ⁵	INCLUDED IN SHELL	INCLUDED IN SHELL
TOTAL ANNUAL RENT	\$1,203,638.24	\$990,264.87

¹Shell rent (Firm Term) calculation: \$12.35 per RSF multiplied by 44,765 RSF

²The Tenant Improvement Allowance of \$45.5715 is amortized at a rate of 5 percent per annum over 7 years.

³Operating Costs rent calculation: \$7.621409 per RSF multiplied by 44,765 RSF

⁴Building Specific Amortized Capital (BSAC) of \$64,145.00 is amortized at a rate of 5 percent per annum over 7 years, which equates to \$.2533 per rsf multiplied by 44,765 rsf.

⁵Parking costs described under sub-paragraph G below

- E. Paragraph 1.03, sub-paragraphs B and C, are hereby deleted in their entirety.
- F. In accordance with Paragraph 1.09, the Government elects to make a lump sum payment in the amount of \$351,729.95 to buy down a portion of the Tenant Improvement Allowance (TIA). As a result of the payment of this portion of the TIA, the TI rent for the Firm Term of the Lease has been decreased accordingly. In addition, the Government elects to pay lump sum the combined amount of \$46,976.24 for Change Orders #1, #2, and #3, related to the build-out of the space (summarized and included in the attachment labeled "Exhibit B" of this LA). The Government shall make a combined, total lump sum payment of \$398,706.19 (\$351,729.95 of TIA + \$46,976.24 for the change orders).
- G. Upon completion of the work, to occur no later than thirty (30) days after the execution of this LA, 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, 8th Floor Philadelphia, PA 19107-3191 Attn: Tiffany Secoges

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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

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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.

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