

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-03B-12077
ADDRESS OF PREMISES One Penn Center 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1844	PDN Number: PS0029014

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 total cost for additional design and A/E fees and to provide for lump sum payment for change orders.

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 upon execution of this LA as follows:

- A. **Design Costs and A/E Fees:** The parties agree that the additional design costs to the Government related to change orders during construction are \$10,496.54. The Lessor shall provide the Contracting Officer with invoices and back-up documentation for all reimbursables. The cost of \$10,496.54 shall be paid via a one-time lump sum payment.
- B. The Government elects to pay lump sum the total amount of \$86,630.13 for Change Orders # 8, # 9, # 10, #11, #12, # 13, and #14 combined, related to the build-out of the space (summarized and included in the attachment labeled "Exhibit A" of this LA).
- C. **The combined total amount to be paid lump sum per this LA is therefore \$97,126.67** (\$10,496.54 for additional design fees + \$86,630.13 for change orders).
- D. 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:

- continued on the next page -

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: _____
Title: CEO of OP
Entity Name: One Penn Associates LP
Date: 7/29/14

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 7/30/2014

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: HIGH TENZLER
Title: OFFICE MANAGER
Date: 7/29/14

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

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.

INITIALS: JK & TS
LESSOR GOVT