GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	TO LEASE NO. GS-03B-12077	

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 provide for the lump sum payment in the amount of for Change Order # 5.

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>upon execution of this LA</u> as follows:

- A. The Government elects to pay lump sum the total amount of for Change Order # 5 per the Lessor's proposal dated April 15, 2014, related to the build-out of the space and specifically, for the remediation of damaged acoustic ceilings resulting from overhead work by wire trades. This amount is inclusive of the Lessor's project management fee of \$451.28. In consideration for the General Services Administration's approval of this cost for Change Order # 5 work and associated project management fee as detailed in the preceding sentences, One Penn Associates, L.P. discharges, remises and releases GSA from any and all claims, demands, and causes of action, legal and equitable, known and unknown, of any kind and nature whatsoever, past, present, and future arising out of or related to this change order and/or delays in the construction process, including the payment of interest, attorneys' fees, or other costs.
- B. 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 2 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:
Entity Name:
Date:

ONE PENN ASSOC LP

FOR THE GOVERNMENT:

Signature: Name:

Title: Lease Contracting Officer

GSA, Public Buildings Service, Date: 4/9/2015

WITNESSED FOR THE LESSON BY.

Signature: Name: Title:

Date:

OFFICE MANAGER

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.

NITIALS:

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