GENERAL SERVICES ADMINISTRATION LEASE AMENDMENT No. 2 PUBLIC BUILDINGS SERVICE TO LEASE NO. GS-03P-LPA12095 LEASE AMENDMENT ADDRESS OF PREMISES 615 Chestnut Street PS0029262 PDN Number: Philadelphia, PA 19106 THIS AMENDMENT is made and entered into between Seventh & Chestnut Associates 615 Chestnut Street, Philadelphia, PA 19106 whose address is: 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: amend invoicing for OT utilities; process change orders for 7th floor expansion; add occupancy sensors and lights 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 full execution as follows: 1. Paragraph 6.05, Overtime HVAC Usage is hereby amended by adding the following at the end of subparagraph B: "B...... At the beginning of each month, building management submits an invoice to the Point of Contacts (POCs), for the previous month's HVAC Overtime Usage. This invoice is a computer generated report that displays each thermostat that was manually turned on before or after the CORE hours of operation as noted in Paragraph 6.04.A of the lease. The report itemizes the use for each thermostat by displaying the respective date and time as well as the associated cost for each thermostat during the previous month. After the invoice is received, it is reviewed for discrepancies within 7 days. Anomalies are documented and discussed with the building manager for resolution or clarification. Once the invoice is deemed satisfactory, it is forwarded to Finance Center for prompt payment." 2. The modified layout drawing for the 7th floor expansion space is attached. The lessor shall furnish all labor, materials, tools, equipment, services and associate work to install, complete and provide as necessary the following change orders to the original design: Additional 42" Entry Door; Additional Hardware for entry door; Additional electrical IT closet; Additional demolition. The total cost to the Government is and shall be paid via a one-time lump sum payment to the Lessor upon the Government's inspection, acceptance and approval. This Lease Amendment contains four (4) 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 GOVERNMENT FOR THE LESSOR: Signature: Signature: Name: Name: Title: Title: GSA, Public **Entity Name:** Date: Date: WITNESSED FOR THE LESSOR BY: Signature: Name:

PROPERTY MARGER

Title: Date: 3. The lessor shall furnish all labor, materials, tools, equipment, services and associated work to install, complete and provide as necessary the following alterations:

* Add four (4) 1" x 4" light fixtures side by side to the existing lighting in room 655. The lights are to be installed over cubicles 655G, 655H, 655I, 655J and 655K as annotated on the attached drawing. The area is located in the center circled area of the layout.

* Install twenty-three (23) occupancy sensor light switches in the original existing offices or common rooms that wer not affected by the recent reconfiguration. Only newly constructed offices had these switches installed. The twenty-three (23)

rooms where switches are to be installed are highlighted in gray on the attached drawing.

The total cost to the Government is and shall be paid via a one-time lump sum payment to the Lessor upon the Government's inspection, acceptance and approval.

4. Upon completion of the above referenced 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 forwarded to:

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

A copy of the invoice shall be mailed to:
General Services Administration
Real Estate Acquisition Division (3PRND)
20 North 8th Street
Philadelphia, PA 19107
Attn: JoAnn Stewart

For an invoice to be considered proper, it must:

Remit To:

- 1. be received after the execution of this lease agreement
- 2. reference the Pegasys Document Number (PDN), specified on this form (PDN PS0029262)
- 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 Lessor's name and address listed above, or, if completed, the remittance name and address specified below. If the Lessor chooses to have payments sent at another address other than the one listed above, the remittance address must be entered below:

Payment in the amount of \$10,211.00 will be due within thir properly executed invoice or acceptance of the work by the	

INITIALS:

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Lease Amendment Form 12/12