GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE TO LEASE NO. GS-03P-LPA12228 LEASE AMENDMENT ADDRESS OF PREMISES The Curtis Center 601 Walnut Street Philadelphia, PA 19106

THIS AMENDMENT is made and entered into between KPG-MCG Curtis Tenant LLC

whose address is:

125 East Elm Street, Suite 400, Conshohocken, PA 19428

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 increase shell rent reflecting addition of 2 parking spaces at the rate of \$295/mo/space.

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 March 16, 2017 as follows:

- 1. Paragraph 1.02.A. Parking of the lease is hereby amended by deleting the existing text in its entirety and inserting the following in lieu thereof:
- "1.20.A. <u>Parking</u>: **Sixteen (16)** on-site, reserved and non-valet parking spaces, reserved for the exclusive use of the Government, of which **16** shall be structured/inside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property."
- 2. Paragraph 1.03, Rent and Other Considerations, of the Lease is hereby amended by deleting the existing text in its entirety and inserting the following in lieu thereof:

This Lease Amendment contains two (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:		FOR THE GOVERNMENT:		
Signature: Name: Title: Entity Name: Date:	Marc Rosh V VI Secretory Keystone Property Group	Signature: Name: JoAnn Stewart Title: Lease Contracting Officer GSA, Public Buildings Service, 3PRNE Date:		
WITNESSED	FOR THE LESSOR BY:			
Signature: Name: Title: Date:	Ann Snyder Lease Administrator 4/7/17			

"1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013)

The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM ANNUAL RENT	NON FIRM TERM ANNUAL RENT
SHELL RENT ¹	\$426,908.64	\$426,908.64
TENANT IMPROVEMENTS RENT ²	\$ 22,634.16	\$0.00
OPERATING COSTS ³	\$ 145,185.04	\$ 145,185.04
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 4,308.30	\$0.00
Parking ⁵	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$599,036.14	\$572,093.68

INITIALS:

Lease Amendment Form 12/12

Shell rent calculation:

(Firm Term) \$18.73 per RSF multiplied by 22,792 RSF

(Non Firm Term) \$18.73 per RSF multiplied by 22,792 RSF

(Non Firm Term) \$18.73 per RSF multiplied by 22,792 RSF

The Tenant Improvement Allowance of \$99,950 is amortized at a rate of 5 percent per annum over 5 years.

Operating Costs rent calculation: \$6.37 per RSF multiplied by 22,792 RSF

Building Specific Amortized Capital (BSAC) of \$19,025.00 is amortized at a rate of 5 percent per annum over 5 years

Parking costs described under sub-paragraph H below"