

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
LEASE AMENDMENT	TO LEASE NO. GS-03P-LPA12237
ADDRESS OF PREMISES 807 Crosby Street Chester, PA 19013-6000	PDN Number:

THIS AMENDMENT is made and entered into between  
TFC Chester 1999 Partnership

whose address is 1621 Wood Street  
Philadelphia, PA 19103-1207

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 to establish the lease term, establish the square footage and establish the early rent commencement.


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 August 17, 2016 as follows:

- A. The Lease Term Commencement Date is hereby established as August 17, 2016. The lease term is established as August 17, 2016 through August 16, 2026, subject to termination and renewal rights as may be hereinafter set forth.
- 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: 13,950 rentable square feet (RSF), yielding 12,130 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st floor of the Building, as depicted on the floor plan(s) attached to the original Lease.

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: WILLIAM F. HENDERSON  
Title: CONTROLLER  
Entity Name: TFC CHESTER 1999 PARTNERSHIP  
Date: 8/9/2016

FOR THE GOVERNMENT:

Signature:   
Name: Eileen Marengo  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 8/10/2016

WITNESSED FOR THE LESSOR BY:

Signature:   
Name: ERIKA A. EDMAN  
Title: \_\_\_\_\_  
Date: 8/9/16

C. 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 <sup>1</sup>	\$194,080.00	\$218,340.00
OPERATING COSTS <sup>2</sup>	\$ 89,519.40	\$ 89,519.40
<b>TOTAL ANNUAL RENT</b>	<b>\$283,599.40</b>	<b>\$307,859.40</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$13.91 per RSF multiplied by 13,950 rentable square feet (ABOA rate is \$16.00 per ABOA)

<sup>2</sup>Operating Costs rent calculation: \$6.42 per RSF multiplied by 13,950 rentable SF (ABOA rate is \$7.38 per ABOA)

D. This Lease Amendment (LA) is being executed to establish the Government's desire for early rent commencement. The Annual Rental described above represents the Shell and Operating Costs rates only, as described in Paragraph 1.03 A, of the Lease. The Rental Rate associated with the Tenant Improvements and Building Specific Amortized Capital, as identified in Paragraph 1.03 A, Firm Term, of the Lease shall commence upon the Government's Official Inspection and Acceptance of the Tenant Improvements and continue over the remaining firm term of the lease.

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 above date

INITIALS:

  
LESSOR

&

  
GOVT