

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		LEASE AMENDMENT No. 6
LEASE AMENDMENT		TO LEASE NO. GS-03P-LPA12248
ADDRESS OF PREMISES	801 Market St. Philadelphia, PA 19107	PDN Number: PS0040071

THIS AMENDMENT is made and entered into between Philadelphia Office 2016 LLC
whose address is: 675 Third Avenue, Suite 2120, New York, NY 20017-5704

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 Notice to Proceed for Change Orders and Rent Adjustment described below

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. The Lessor shall furnish all labor, materials, tools, equipment, services, and associated work to provide, install, complete and maintain said work, identified in the Change Orders outlined below:

- Change Order #006 – Wall fur out 8th floor JU break-room/vending/workbar to reflect construction sketch CS-110117 in the amount of [REDACTED] in accordance with the price proposal (Attachment A) dated 11/13/17 and attached to this LA.
- Change Order #007 – Wall fur out 8th floor OI breakroom to reflect construction sketch CS-110117 in the amount of [REDACTED] in accordance with the price proposal (Attachment B) dated 11/13/17 and attached to this LA.
- Change Order #009 – Wall in-Fill at Rm. 9-706 for a total cost of [REDACTED], of which the Government is responsible for a total of [REDACTED]. This is in accordance with the price proposal (Attachment C) dated 11/14/2017 and attached to this LA.

This Lease Amendment contains {78} 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: [REDACTED]
Name: Peyton McNutt
Title: Deputy General Counsel
Entity Name: Philadelphia Office 2016
Date: By: Tactic Capital Advisors
4/19/18

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: Ann Stewart
Title: Lease Contracting Officer
GSA, Public Buildings Service, 3PRNP
Date: 4/26/18

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
Name: Cara McGowan
Title: Associate General Counsel
Date: 4/19/18

- Change Order #013 – Riser Conduit/Cabling to MDF/IDF as requested by GSA / HHS (RFP #001 Dated 11/28/2017 #1.3 & #1.4) per issued Bulletin BL-RFP001 Items #3 & #4 and TSC Drawing R-01 Dated 02/01/2018 in the amount of [REDACTED] in accordance with the price proposal (Attachment D) dated 2/2/2018 and attached to this LA. Substantial completion for this Change Order Item is to be no later than 2/13/2018.
- Change Order #014 – HHS requested upcharge to install inlays in (64) floor boxes on 8th and 9th floor in the amount of [REDACTED] in accordance with the price proposal (Attachment E) dated 12/22/17 and attached to this LA.
- Change Order #016 - Room 9-701 MDF additional (2) outlets to DIU rack in the amount of [REDACTED] in accordance with the price proposal (Attachment F) dated 12/29/17 and attached to this LA.
- Change Order #017 – Added window pocket to room 9-501 to reflect construction sketch CS-113017 in the amount of [REDACTED] in accordance with the price proposal (Attachment G) dated 1/3/18 and attached to this LA.
- Change Order #018 – HHS requested evidence room 8-806 wall changes in the amount of [REDACTED] in accordance with the price proposal (Attachment H) dated 1/3/18 and attached to this LA.
- Change Order #019 – CMS requested three (3) additional floor boxes on the 8th floor and the deduction of one (1) floor box 9-420 on the 9th floor in the amount of [REDACTED] in accordance with the price proposal (Attachment I) dated 1/3/18 and attached to this LA.
- Change Order #020 – HHS requested revised layout/dividing partition to reconfigure LAN room 9-701 in the amount of [REDACTED] in accordance with the price proposal (Attachment J) dated 1/3/18 and attached to this LA.
- Change Order #021 - Room 8-805 DIU lab revisions adding back boxes and duplexes at (5) locations in the amount of [REDACTED] in accordance with the price proposal (Attachment K) dated 1/8/18 and attached to this LA.
- Change Order #024 – Secure dumbwaiters/chutes in room 8-830 in the amount of [REDACTED] in accordance with the price proposal (Attachment L) dated 1/29/2018 and attached to this LA.
- Change Order #028 - General conditions for CORs that pertain to GSA RFP 1 and L2P issued bulletin BL-RFP001, 8 day duration, in the amount of [REDACTED] in accordance with the price proposal (Attachment M) dated 1/10/2018 and attached to this LA.
- Change Order #029 - General conditions for CORs that pertain to GSA RFP 002 and L2P issued bulletin BL-RFP002, 3.5 day duration, in the amount of [REDACTED] in accordance with the price proposal (Attachment N) dated 1/10/2018 and attached to this LA.
- Change Order #030 - RFP 3 General Conditions, 3.5 day duration, in the amount of [REDACTED] in accordance with the price proposal (Attachment O) dated 1/10/2018 and attached to this LA. As a result of the above Change Orders substantial completion for the entire project is to be no later than 3/1/2018.

The total of the above change orders is [REDACTED]. The Lessor's 3% project management fee based on the total change order cost is [REDACTED].

2. Upon completion and the Government's inspection and acceptance of all completed tenant improvements, the Government shall pay the Lessor a one-time lump sum payment of [REDACTED].

3. After inspection and acceptance of work by the Government, a properly executed original invoice shall be forwarded to:

<http://www.finance.gsa.gov>

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- OR -

a properly executed original invoice shall be forwarded to:

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
100 S Independence Mall West
Philadelphia, PA 19106
Attn: JoAnn Stewart

For an invoice to be considered proper, it must:

- ◆ Be received after the execution of this LA,
- ◆ Reference the Pegasys Document Number (PDN) specified on this form,
 - ◆ Include a unique, vendor-supplied, invoice number,
 - ◆ Indicate the exact payment amount requested, and
- ◆ 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 Central Contractor Registration (CCR) for 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.

4. NFK Building Specific Amortized Capital Change Orders:

- TSC Change Order #012 – Window Security Film NFK BSAC Credit to Scope of Work, Deduct from contract amount in the amount of [REDACTED] in accordance with the price proposal (Attachment P) dated 11/1/2017 and attached to this LA.
- TSC Change Order #001 – Security related change orders installation NFK BSAC cost for a total amount of [REDACTED] in accordance with the price proposal (Attachment Q) dated 1/25/2018 and attached to this LA.
- TSC Change Order #015 – 8th and 9th floor security changes and additions NFK BSAC cost for a total amount of [REDACTED] in accordance with the price proposal (Attachment R) dated 12/28/17 and attached to this LA.

The total of the above NFK BSAC change order scope of work credit is [REDACTED]
The Lessor's 3% project management fee credit based on the total change order credit is [REDACTED] for a NFK BSAC net total credit of [REDACTED]

This BSAC credit is reflected as a rent adjustment in the table below:

INITIALS:

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[Signature]
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A. Paragraph 1.03, RENT AND OTHER CONSIDERATIONS (AAP Variation APR 2015)), 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
	ANNUAL RENT
SHELL RENT ¹	\$1,173,446.12
TENANT IMPROVEMENTS RENT ²	\$650,206.83
OPERATING COSTS ³	\$654,928.12
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$56,817.89
TOTAL ANNUAL RENT	\$2,535,398.96

¹Shell rent calculation: \$14.71 per ABOA SF multiplied by 79,772 ABOA SF (rounded rentable rate is \$12.06 per RSF)

²The Tenant Improvement Allowance of \$4,666,662.00 is amortized at a rate of 7 percent per annum over 10 years.

³Operating Costs rent calculation: \$8.21 per ABOA SF multiplied by 79,772 ABOA SF (rounded rentable rate is \$6.71 per RSF)

⁴Building Specific Amortized Capital (BSAC) of \$407,793.12 per ABOA is amortized at a rate of 7 percent per annum over 10 years

5. Paragraph 1.03, RENT AND OTHER CONSIDERATIONS (AAP Variation APR 2015)), sub-paragraph J of the Lease is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof the following:

"1.03.J. The Government shall be entitled to one years' free rent in the amount of \$2,535,398.96 to be applied against the monthly fully serviced rental payment until exhausted. The free rent shall commence with the first month of the Lease and continue until the free rent has been fully recaptured in equal monthly installments over the shortest time practicable."

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