

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-03P-LPA12068
ADDRESS OF PREMISES 100 Independence Mall West Philadelphia, PA 19106-2320	

THIS AMENDMENT is made and entered into between

100 Independence Mall West LLC

whose address is: 1320 Waldo Avenue, Suite 200
Midland, MI 48642-5898

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

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 September 25, 2013 as follows:

1. Paragraph 2.1.2 C of Exhibit B: Special Requirements of the Lease is hereby amended by deleting the existing text in its entirety and by inserting in lieu thereof the following:

"C. The Government shall have the right to connect to the Building emergency generator (the "Connection Right") to access up to three hundred (300) Kva from the Building's emergency generator during power outages, for an amount payable to Lessor to be negotiated and acceptable to Lessor and the Government prior to the exercise of the Connection Right. The Connection Right must be exercised by the Government within two (2) years of the commencement date of the lease, or such right shall be deemed waived. If the Government exercises such Connection Right, Lessor shall, at the Government's sole cost and expense, complete the connection of the Government to the Building emergency generator. The Government shall be responsible for a prorated share of the operating costs associated with the ongoing operation of the generator. These costs shall be subsumed into the annual operating costs.

During the term of the GSA Lease, Lessor shall maintain the emergency generator in a good and operable condition as is normal and customary for multi-tenant commercial office buildings in the Philadelphia, Pennsylvania market; provided that so long as Lessor maintains the generator to the standard set forth above, Lessor shall not be liable for any generator failures. The Building is currently served by three (3) 13,200 volt PECO lines. Lessor will maintain in the Building during the term of the GSA Lease at least two (2) of the electrical power line feeds described above. Additionally, the Lessor shall provide and maintain an Automatic Transfer Switch (ATS) to limit the length of service disruption. The two electrical power line feeds shall originate from two separate substations."

2. The following shall be added at the end of Section 3.17 ELEVATORS (AUG 2011) of the Lease:

"During the term of the GSA Lease, Lessor shall maintain and service a minimum of six (6) passenger elevators and one (1) freight elevator in the Building, subject to Lessor's right to commence an elevator modernization plan which would require one elevator at a time to be temporarily taken off service during such modernization. The passenger elevators shall have a 4000 lb capacity and a speed of at least 500 feet per minute. Lessor shall maintain an elevator computer control system having at least the capability of the existing system as of the date of this Amendment, including the ability to analyze trends during the business day and provide off-hour security features."

INITIALS: CBK & CAK
LESSOR GOVT

3. Floorplans (Exhibit I) of the Lease is hereby deleted and replaced with Floorplans (Exhibit I) attached to this Amendment and made a part hereof. The following shall be added to Floorplans (Exhibit I):

The Government leases 122,000 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space, located on the 2nd, 3rd, 4th, and 5th floors of 100 Independence Mall West, as depicted on the floor plans attached hereto as Exhibit I. The aforementioned 122,000 ABOA SF of office and related space is broken down as follows:

<u>Location</u>	<u>ABOA SF</u>
2 nd floor	36,357
3 rd floor	36,357
4 th floor	36,455
5 th floor	12,585
*Telephone Rooms	246
Total	122,000

* In accordance with 3.46 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000), the Lessor shall provide the Government with a 1,200 RSF allowance to be utilized as telephone rooms. The Government has elected to utilize 1,446 RSF of space to utilize as telephone rooms. Accordingly, for the purposes of calculating rent, 246 RSF of telephone room space shall be classified as ABOA SF.

4. During the term of the GSA Lease, the following Building Rules and Regulations shall be enforced for all Tenants, licensees, invitees, guests, contractors and subcontractors:

Lessor's and Government's contractors and subcontractors shall have access to the loading docks, one passenger elevator, and one freight elevator at reasonable times during reasonable hours of construction subject to the rights of other tenants of the Building to quiet enjoyment, and provided such access may be staged to avoid interruption or interference with such other tenants.

5. The following shall be added to Security Requirements (Exhibit C):

Lessor shall maintain the existing security systems for the Building as of the date of this Amendment including (i)

- a [REDACTED] (ii) [REDACTED]
- [REDACTED] (iii) [REDACTED]
- [REDACTED] (iv) [REDACTED] (v) proximity [REDACTED]

6. The following shall be added to Parking Plan (Exhibit H):

Lessor may construct structured parking on the basement level of the Building. If and to the extent Lessor constructs such parking, Lessor shall provide the Government first consideration to satisfy their full parking requirement for reserved parking spaces as indicated in Exhibit H: Parking Plan in the parking garage constructed in the basement level of the building. If such parking is not constructed or until such parking is constructed, Lessor shall provide the required parking in accordance with Exhibit H: Parking Plan. The Lessor shall furnish a parking plan within 5 working days following the Government issued Notice to Proceed for construction of the space.

7. The following shall be added at the end of Section 3.40 TOILET ROOMS (DEC 2011):

The Lessor agrees to provide substantially similar finish selections and substantially similar layouts for all common area restrooms on floors 2, 3, 4 and 5 of the Government's space.

INITIALS: CBK & CHG
LESSOR GOVT

All terms and provisions not expressly modified by the terms of this Amendment shall remain in full force and effect. This Amendment may be executed in counterparts and upon the assembly of each respective counterpart shall comprise one (1) fully executed agreement. The parties signing below have been duly authorized by Lessor and GSA, respectively, to execute and deliver this Amendment.

This Lease Amendment contains 7 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:

[Redacted Signature]

Entity Name: 100 Independence Mall West, LLC
Date: 9-26-13

FOR THE GOVERNMENT:

[Redacted Signature]

Signature: _____
Name: _____
Title: _____
GSA, Public Buildings Service,
Date: 9/30/2013

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

INITIALS: CBK & AK
LESSOR GOVT