

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 8 TO LEASE NO. GS-03P-LPA12143
ADDRESS OF PREMISES 801 ARCH STREET, PHILADELPHIA, PA 22406-8212	PDN Number: PS0039134

THIS AMENDMENT is made and entered into between **Arch Partners LTD**

whose address is: 123 Coulter Avenue, Suite 200, Ardmore, PA 19002-2425

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 delete LA #7, increase the tenant improvement allowance in the lease, and issue notice to proceed to change order.

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, May 15, 2017 as follows:

A. Lease Amendment #7 is deleted in its entirety.

B. Paragraph 1.08 of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

"The Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$59.24** per ABOA SF for a total of **\$1,843,522.12**. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent through year 10 of this Lease at an annual interest rate of **6.25** percent."

The increase in the TIA gives the Government an additional \$141,678.70 to spend at its discretion. A notice to proceed must be provided to use the remaining allowance. To date \$1,701,843.42 has been spent and is being paid back to the Lessor. A notice to proceed must be issued to use the remaining \$141,678.70.

C. Arch Partners LTD shall furnish, install, and maintain all labor, materials, tools, equipment, services & associated work "as outlined" in the attached pricing break down dated 3/21/2017 of all items contained in Change Order #140 for the Government in the agreed upon amount of [REDACTED] in accordance with all Lease requirements and Construction Drawings.

This Lease Amendment contains 3 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:

Title:

Entity Name:

Date:

Michael B. Willner

President

Arch Partners LTD

8-16-17

FOR THE GOVERNMENT

Signature:

Name:

Title:

GSA, Public Buildings Service,

Date:

Stephan V. Vachek

Lease Contracting Officer

8/16/17

WITNESSED FOR THE LESSOR BY:

Signature:

Name:

Title:

Date:

Jahmie Smith

Office Manager

8-16-17

- D. The Government will pay a one time lump sum payment upon completion and acceptance of the approved change orders above in the amount of [REDACTED] to be completed in accordance with the Tenant Improvement build out.

Upon completion of all change orders, the Lessor shall notify the contracting officer to arrange for the review and acceptance of said change orders. After inspection and acceptance of the work by the Government, a properly executed invoice shall be submitted at:

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

- OR -

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

A copy of the invoice must also be mailed to:

GSA, Public Buildings Service
Real Estate Acquisition Division
100 South Independence Mall West
Philadelphia, PA 19106
Attn: Steve Yurchak

For an invoice to be considered proper, it must:

1. Be received after the execution of this LA
2. Reference the Pegasys Document Number (PDN) specified on this form
3. Include a unique, vendor-supplied, invoice number
4. Indicate the exact payment amount requested, and
5. Specify the payee's name and address.

Payment will be due within thirty (30) calendar days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

INITIALS: MBW & SY
LESSOR GOV'T