

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-03P-LPA12228
ADDRESS OF PREMISES The Curtis Center 601 Walnut Street Philadelphia, PA 19106	PDN Number: N/A

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 change timing of cyclical carpet replacement, document carpet/paint selections .

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. Paragraph 6.12.B.2 of the lease is hereby amended by deleting the existing text in its entirety and inserting the following in lieu thereof:

"6.12.B.2 Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet in the Space on or about July 21, 2017 with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this lease and paragraph 8.11 Carpet Tile. Replacement of carpet in individual 16 private offices is included in the TI portion of the rental rate."

2. Attached are the color selections, phasing plan and Responsibilities List associated with the re-carpeting and painting of the entire office as well as the Government's responsibilities in preparing for this work.

3. Effective June 8, 2016, the rent shall be reduced to remove BSAC. Paragraph 1.03.A is hereby deleted in its entirety and the following is inserted in lieu thereof:

This Lease Amendment contains four (4) 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: Marc Rash
Title: Secretary
Entity Name: _____
Date: 5/8/17

FOR THE GOVERNMENT:

Signature: _____
Name: Jc Ann Stewart
Title: Lease Contracting Officer
GSA, Public Buildings Service, 3PRNE
Date: 5/9/17

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: Ann Snyder
Title: Lease Administrator
Date: 5/8/17

“ 1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013)

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 ¹	\$419,828.64	\$419,828.64
TENANT IMPROVEMENTS RENT ²	\$ 22,634.16	\$0.00
OPERATING COSTS ³	\$ 145,185.04	\$ 145,185.04
PARKING ⁴	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$587,647.84	\$565,013.68

¹Shell rent calculation:

(Firm Term) \$18.42 per RSF multiplied by 22,792 RSF

(Non Firm Term) \$18.42 per RSF multiplied by 22,792 RSF

²The Tenant Improvement Allowance of \$99,950 is amortized at a rate of 5 percent per annum over 5 years.

³Operating Costs rent calculation: \$6.37 per RSF multiplied by 22,792 RSF

⁴Parking costs described under sub-paragraph H below

4. Effective **March 16, 2017**, the shell rent shall be increased to reflect the addition of 2 parking spaces. This paragraph deletes paragraph 2 of Lease Amendment Number 1. Paragraph 1.03.A is hereby deleted in its entirety and the following is inserted in lieu thereof:

“ 1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013)

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 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
PARKING ⁴	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$594,727.84	\$572,093.68

¹Shell 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

²The Tenant Improvement Allowance of \$99,950 is amortized at a rate of 5 percent per annum over 5 years.

³Operating Costs rent calculation: \$6.37 per RSF multiplied by 22,792 RSF

⁴Parking costs described under sub-paragraph H below

INITIALS:


LESSOR

&


GOVT