

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		LEASE AMENDMENT No. 15
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: 660 Madison Avenue, Suite 2100, New York, NY 10065

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 described below, correct base cost of services and percentage of occupancy

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:
  - OIG Change Order and L2 Invoice— OIG Scope of Work in the amount of [REDACTED] in accordance with price proposal (Attachment A) dated 2/21/2019 and L2 Architectural Review in the amount of [REDACTED] in accordance with price proposal (Attachment A) dated 2/21/2019.
  - JU Cabinet Locks scope of work in the amount of [REDACTED] in accordance with the price proposal (Attachment B) dated 2/15/2019.

The total of the above change orders is [REDACTED] The Lessor's 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]

This Lease Amendment contains ten (10) 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: Reyton McNutt  
Title: Authorized Signatory  
Entity Name: \_\_\_\_\_  
Date: \_\_\_\_\_

FOR THE GOVERNMENT:

Signature: [REDACTED]  
Name: JoAnn Stewart  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, 3PRNP  
Date: 3/21/19

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]  
Name: Christine Kuntz  
Title: Executive Assistant  
Date: \_\_\_\_\_

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

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

- 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. Effective **April 9, 2018**, paragraphs 1.12, Percentage of Occupancy for Tax Adjustment (JUN 2012) and 1.14, Operating Cost Base (SEP 2013) of the Lease are hereby amended by deleting the existing text in its entirety and inserting the following in lieu thereof:

**"1.12 Percentage of Occupancy for Tax Adjustment (JUN 2012)**

The Government's percentage of occupancy, as defined in the "Real Estate Tax Adjustments" paragraph of this lease is 25.55%. The percentage of occupancy is derived by dividing the total Government space of 97,146 RSF by the total Building Space of 380,222 RSF.

**1.14 Operating Cost Base (SEP 2013)**

The parties agree, for the purposes of applying the paragraph entitled "Operating Cost Adjustments", that the Lessor's base rate for operating costs shall be \$8.21/ABOA SF (\$654,164.08/Annum)."

INITIALS:

PM  
LESSOR

&

Govt  
GOVT