

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		LEASE AMENDMENT No. 5
LEASE AMENDMENT		TO LEASE NO. GS-03P-LPA12248
ADDRESS OF PREMISES	801 Market St. Philadelphia, PA 19107	PDN Number: PS 0040071

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 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 #001 – Bathroom deduct. Shell only, no cost to Government.
- Change Order #002 - CMS requested a lay-out change to RA 4-418 on the 9th floor to reflect construction sketch CS-101017 in the amount of [REDACTED] in accordance with the price proposal (Attachment A) dated 11/14/2017 and attached to this LA.
- Change Order #003 – To implement plumbing sanitary changes on the 8th and 9th floor for a total cost of [REDACTED] of which the Government is responsible for 70% of the cost in the amount of [REDACTED] This is in accordance with the price proposal (Attachment B) dated 10/25/2017 and attached to this LA.
- Change Order #004 – Ceiling Heights/Soffit Revision on the 9th floor for a total cost of [REDACTED] of which the Government is responsible for 30% of the cost in the amount of [REDACTED] This is in accordance with the price proposal (Attachment C) dated 10/25/2017 and attached to this LA.
- Change Order #005 – Sprinkler pipe/gun locker. Shell only, no cost to Government
- Change Order #008 – Ceiling Heights/Soffit 8th Floor – Shell only, no cost to Government.

This Lease Amendment contains {19} 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: Authorized Signatory
Entity Name: Philadelphia Office 2016 LLC
Date: December 7, 2017

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: JoAnn Stewart
Title: Lease Contracting Officer
GSA, Public Buildings Service, 3PRNP
Date: 12/12/17

WITNESSED FOR THE LESSOR BY:

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

- Change Order #011 – Additional F12 Light in CMS Breakroom 8-340 for a total cost of [REDACTED] This is in accordance with price proposal (Attachment D) dated 11/16/2017 and attached to this LA.

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>

- 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.

INITIALS:

pm
LESSOR

&

[Signature]
GOV'T