

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		LEASE AMENDMENT No. 3
LEASE AMENDMENT		TO LEASE NO. GS-03P-LPA12248
ADDRESS OF PREMISES	801 Market Street Philadelphia, PA 19107-3126	PDN Number: <u>PS0039072</u>

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 incorporate **100% DIDs and issue Notice to Proceed for Tenant Improvements and BSAC.**

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 August 1, 2017 as follows:

1. The following pages of the Architectural Drawings dated June 16, 2017 shall be considered the Design Intent Drawings and are incorporated into this Lease contract by reference:

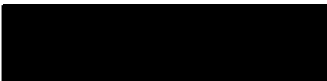
ReUse Plans: AI-0.0-08 and AI-0.0-09
 Partition Plans: AI-1-08 and AI-1-09
 Reflected Ceiling Plans: AI-2-08 and AI-2-09
 Power & Data Plans: AI-3-08 and AI-3-09
 Finish Plans: AI-4-08, AI-4-09 and AI-9-03
 Doors: AI-9-00 and AI-9-00.1

2. The parties agree that the Government issued Notice To Proceed for construction of the tenant improvements (TI) in the amount of \$8,041,050.35 and Building Specific Amortized Capital (BSAC) in the amount of \$414,969.00 via letter dated August 1, 2017 (copy attached). The tenant improvement allowance outlined in Lease paragraph ~~1.06~~ ^{1.08} is \$4,666,662.00 (\$58.50/ABOA SF). The Government hereby orders the balance of \$3,374,388.35 to be paid as a one-time lump sum payment as outlined in Paragraph 3 below of this Lease Amendment. The BSAC allowance outlined in Lease paragraph 1.10 is \$488,632.00 (\$6.00/ABOA SF). Since the allowance is more than the actual cost, paragraph 1.03.A of the Lease is hereby amended by deleting the existing text in its entirety and inserting the following 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: Peyton McNutt
 Title: Authorized Signatory
 Entity Name: Philadelphia Office 2016 LLC
 Date: 8-11-17

FOR THE GOVERNMENT:

Signature: 
 Name: JoAnn Stewart
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, 3PRNE
 Date: 8-16-17

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Shannon Black
 Title: Executive Assistant
 Date: 8-11-17

"1.03.A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM
	ANNUAL RENT
SHELL RENT ¹	\$1,173,446.12
TENANT IMPROVEMENTS RENT ²	\$650,206.83
OPERATING COSTS ³	\$653,332.68
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$57,435.84
TOTAL ANNUAL RENT	\$2,534,421.47

¹Shell rent calculation: \$14.71 per ABOA SF multiplied by 79,772 ABOA SF (rounded rentable rate is \$12.06 per RSF)

²The Tenant Improvement Allowance of \$4,666,662.00 is amortized at a rate of 7 percent per annum over 10 years.

³Operating Costs rent calculation: \$8.19 per ABOA SF multiplied by 79,772 ABOA SF (rounded rentable rate is \$6.71 per RSF)

⁴Building Specific Amortized Capital (BSAC) of \$414,969.00 is amortized at a rate of 7 percent per annum over 10 years"

3. After inspection and acceptance of the work by the Government, a properly executed invoice shall be submitted at:

<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 (3PRNE)
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. Paragraph 1.03.J is hereby amended by deleting the existing text in its entirety and inserting the following in lieu thereof:

"1.03.J. The Government shall be entitled to one years' free rent in the amount of **\$2,534,421.47** to be applied against the monthly fully serviced rental payment until exhausted. The free rent shall commence with the first month of the Lease and continue until the free rent has been fully recaptured in equal monthly installments over the shortest time practicable."

INITIALS:


LESSOR

&


GOV'T