

CITY OF PHILADELPHIA

DEPARTMENT OF PUBLIC PROPERTY
Room 790 City Hall
Philadelphia, PA 19107
(215) 686-4430
FAX: (215) 686-4498
Email: joan.schlotterbeck@phila.gov

JOAN SCHLOTTERBECK
COMMISSIONER

October 5, 2011

Paul R. Levy, President and CEO
Center City District
660 Chestnut Street
Public Ledger Building
Philadelphia, PA 19106

Re: Center City District/Dilworth Plaza

Dear Mr. Levy:

Please find attached for your records a fully executed original of the First Amendment to Lease between the City and Center City District for reconstruction work on Dilworth Plaza.

Sincerely,

A handwritten signature in black ink, appearing to read "Joan Schlotterbeck".

Joan Schlotterbeck
Commissioner

JS/dl
Attachment

- c: Bernard B. Kolodner, Esquire, Kleinbard Bell & Brecker LLP (original)
- John Herzins, Deputy Commissioner (w/o attach.)
- John Mondlak, Divisional Deputy City Solicitor (original)
- Douglas Kubinski, Deputy City Solicitor (w/o attach.)
- Lynsie Solomon, Paralegal (original)
- File

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the "First Amendment") is made as of the 5th day of OCTOBER, 2011 (the "Effective Date") by and between THE CITY OF PHILADELPHIA, acting through the DEPARTMENT OF PUBLIC PROPERTY ("City" or "Landlord") and CENTER CITY DISTRICT, a body corporate and politic existing under the laws of the Commonwealth of Pennsylvania ("CCD" or "Tenant").

RECITALS

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated August 26, 2011 (the "Lease"), concerning the west side of City Hall, which is known as Dilworth Plaza, as more particularly described in the Lease; and

WHEREAS, Landlord and Tenant desire to amend the Lease to clarify an insurance in the manner provided herein.

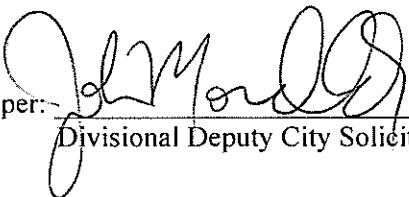
NOW THEREFORE, in consideration of the foregoing, the mutual covenants and conditions contained in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this First Amendment, intending to be legally bound, agree as follows:

- 1. The recitals set forth above are true and correct and by this reference are incorporated herein in their entirety. All capitalized terms used herein which are not otherwise defined herein shall have the respective meanings ascribed to them in the Lease.
- 2. Section 11.01(b)(ii) is amended by deleting the following sentence appearing at the end of that Section: "Policy may NOT include the restrictive Endorsement CG 24 26 (Amendment of Insured Contract Definition) or any other provision excluding coverage for the City's sole negligence which has been assumed by contract."
- 3. Except as herein modified, all other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have respectively executed this First Amendment as of the day and year first above written.

Approved as to form by
Shelley R. Smith, City Solicitor

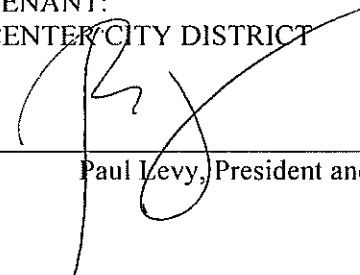
LANDLORD:
CITY OF PHILADELPHIA, through the
DEPARTMENT OF PUBLIC PROPERTY

As per: 
Divisional Deputy City Solicitor

By:  10/5/11
Joan Schlotterbeck, Commissioner

TENANT:
CENTER CITY DISTRICT

[SEAL]

By: 
Paul Levy, President and CEO