

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 4
	TO LEASE NO. GS- 03P - 12100
<b>ADDRESS OF PREMISES</b> Penn Center East, Building 7 777 Penn Center Boulevard Pittsburgh, PA 15235-5925	PDN Number: PS0030939

**THIS AMENDMENT** is made and entered into between

whose address is: PCE TT, LP  
400 Penn Center Boulevard  
Pittsburgh, PA 15235-5611

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 establish the lease term, establish the square footage and establish the annual rent.


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 01/09/2015 as follows:

- A. The Lease Term Commencement Date is hereby established as January 9, 2015. The lease term is established as January 9, 2015 through January 8, 2030.
- B. Paragraph 1.01, sub-paragraph A of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:
  - 1. Office and Related Space: 18,655.30 rentable square feet (RSF), yielding 16,222 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the partial 5<sup>th</sup> and entire 6<sup>th</sup> floor(s) and known as Suites 500 and 600, of the Building, as depicted on the floor plan(s) attached to the original Lease.
- C. Paragraph 1.03, sub-paragraph A of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

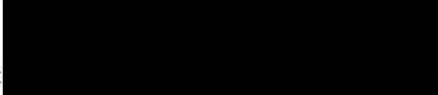
This Lease Amendment contains 3 pages.

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: Michael O'Brien  
Title: Vice President  
Entity Name: \_\_\_\_\_  
Date: 1/29/2015

**FOR THE GOVERNMENT:**

Signature:   
Name: Patricia Warren  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, North Service Center  
Date: 2/3/15

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: \_\_\_\_\_  
Title: Executive Assistant  
Date: 1-29-15

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

	YEARS 1 - 5	YEARS 6 - 10	YEARS 11 - 15
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$ 332,293.36	\$ 388,259.25	\$ 388,259.25
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 83,657.02	\$ 83,657.02	\$ -
OPERATING COSTS <sup>3</sup>	\$ 103,093.59	\$ 103,093.59	\$ 103,093.59
BUILDING SPECIFIC AMORTIZED CAPITAL <sup>4</sup>	\$ 11,808.77	\$ 11,808.77	\$ -
PARKING <sup>5</sup>	\$ -	\$ -	\$ -
<b>TOTAL ANNUAL RENT</b>	<b>\$ 530,852.74</b>	<b>\$ 586,818.63</b>	<b>\$ 491,352.84</b>

<sup>1</sup>Shell rent (Yrs 1 - 5) calculation: \$17,812,276,431.9 per RSF multiplied by 18,655.30 RSF

Shell rent (Yrs 6 - 15) calculation: \$20,812,276,431.9 per RSF multiplied by 18,655.30 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$574,594.60 is amortized at a rate of 8 percent per annum over 10 years.

<sup>3</sup>Operating Costs rent calculation: \$5,526,236 per RSF multiplied by 18,655.30 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$81,110.00 is amortized at a rate of 8 percent per annum over 10 years

<sup>5</sup>Parking costs described under sub-paragraph G below

D. Paragraph 1.03, sub-paragraphs B, C and D, are hereby deleted in their entirety.

E. Paragraph 1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUNE 2012) is hereby deleted in its entirety and replaced with the following:

1. DTZ Americas, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to DTZ Americas, Inc. with the remaining [REDACTED] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

2. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$44,237.73 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.'

Month 2 Rental Payment \$44,237.73 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.'

Month 3 Rental Payment \$44,237.73 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.'

Month 4 Rental Payment \$44,237.73 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.'

Month 5 Rental Payment \$44,237.73 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.'

Month 6 Rental Payment \$44,237.73 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 6th Month's Rent.'

\* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

F. Pursuant to paragraph 1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUGUST 2011), section B of the lease, the Government has elected to pay part of the Tenant Improvement Allowance in lump sum. In Lease Amendment #1, the Government elected to amortize \$689,513.52 over the first ten (10) years of the lease at 8.0% and pay the remaining balance of the tenant improvement costs via a one-time lump sum payment of \$541,327.91. The lump sum of \$541,327.91 has been addressed and paid for through the PDN on Lease Amendment #1. The Government has elected to revise the amortized amount stated in Lease Amendment #1 of \$689,513.52 and amortize only \$574,594.60 over the first ten (10) years at 8.0% as stated in the chart above. The remaining portion of the previously stated amortized amount, a total of \$114,918.92, will be paid via a one-time lump sum payment per this Lease Amendment #4.

Upon completion, inspection and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$114,918.92, upon receipt of an original invoice after completion, inspection and acceptance of the space by the Contracting

INITIALS:  &   
LESSOR & GOVT

Officer. The Lessor hereby waives future restoration rights as a result of these improvements. After inspection and acceptance of these items and all other lease requirements, the Lessor must submit a properly executed invoice at <http://www.finance.gsa.gov>.

A copy of the invoice must be provided to the Officer at the following address:

General Services Administration

The Strawbridges Building

Attn: Rachel Wallen

20 N. 8<sup>th</sup> Street - 8<sup>th</sup> floor

Philadelphia, PA 19107

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the lease
- Lease contract number, building address, description of the work, price, and quantity of items delivered
- GSA PDN # PS0030939

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

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