

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-03P-LPA00053
LEASE AMENDMENT	PDN Number: N/A
ADDRESS OF PREMISES 3311 East Carson Street Pittsburgh, Pennsylvania 15203-2148	

THIS AMENDMENT is made and entered into between

Pittsburgh ██████████ Business Trust

whose address is: 3311 East Carson Street
Pittsburgh, Pennsylvania 15203-2148

Mailing Address: Saban Real Estate
10100 Santa Monica Boulevard, Suite 2600
Los Angeles, California 90067-4000

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 (NTP) to install two Auto-Gate vertical Pivot Gates at Sidney Street Entry (SSE).

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 July 2, 2018 as follows:

- A. The Lessor shall furnish all labor, materials, tools, equipment, services, and associated work to perform the necessary design as outlined in this Lease Amendment (LA) in accordance with Lessor's proposal (Exhibit A) and General Conditions for Lease Alterations (incorporated in this Lease Amendment, Letter G).
- B. Upon receipt of this Lease Amendment No. 5 and within seven (7) working days, the Lessor shall develop a schedule for the work to be completed and submit to Lyndsey Budesa, Lease Contracting Officer. The schedule shall be reviewed and approved by the Government. Progress meetings shall be held as necessary, at the discretion of the GSA Contracting Officer. All ██████ security requirements shall be adhered to throughout the duration of this alterations project.

This lease contains 9 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

FOR THE GOVERNMENT:

Signature: ██████████
Name: PHILIP NORD
Title: AUTHORIZED SIGNATORY
Entity Name: PITTSBURGH FBI-CPT BUSINESS TRUST
Date: 07/10/2018

Signature: ██████████
Name: Lyndsey Budesa
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 7/12/18

WITNESSED FOR THE LESSOR BY:

Signature: ██████████
Name: DANIEL CHELSTON
Title: DIRECTOR
Date: 07/10/2018

PH

In separate Lease Amendment No. 1, fully executed on July 17, 2017, the Government at its sole discretion shall make all decisions as to the use of the Tenant Improvement Allowance (TIA) per the lease contract. This Lease Amendment serves as Notice To Proceed (NTP) for construction to install two Auto-Gate vertical Pivot Gates at Sidney Street Entry (SSE).

The total negotiated cost for the installation, which includes fees, is **\$104,866.00** and is broken down as follows:

\$98,930.00 – Cost of Replacement
\$ 5,936.00 – Lessor's Fees

Notice to Proceed issued in the amount of: \$104,866.00

The summary of Tenant Improvement costs is \$1,000,650.49 of which \$104,866.00 will be amortized at 0% upon acceptance of the design and construction work. To date a total of \$215,086.00 of the TI Allowance has been utilized:

LA#3: \$110,220.00
LA#5: \$104,866.00
Total: \$215,086.00

- C. The Lessors Proposal dated July 2, 2018 is hereby incorporated as Exhibit A.
- D. The Lessor hereby waives restoration as a result of all improvements. Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.
- E. Upon completion of the work, the Lessor shall notify the Lease Contracting Officer to arrange for inspection. After inspection and acceptance of the work by the Government, a separate Lease Amendment will be issued reconciling the rental payment to include design and construction of the Visitor Screening Facility and Entrance Control.
- F. All work for this project shall be performed according to the "General Conditions for Lease Alterations", a copy of which is hereby made part of this lease and incorporated below:

GENERAL CONDITIONS FOR LEASE ALTERATIONS

1. CONDITIONS AFFECTING THE WORK.

It is the responsibility of the Lessor to inspect the site, determine the quantity of work involved, compare the specifications with the work to be done, and be informed as to all conditions, including other work, if any, being performed. Failure to do so will in no way relieve the Lessor from the necessity of furnishing any materials or performing any work that may be required to carry out the agreement in accordance with the true intent and meaning of the specifications without additional cost to the Government.

2. SPECIFICATIONS.

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted by the Lessor, save only at his own risk and expense.

3. TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT.

INITIALS: PH & AB
LESSOR GOV'T

(a) The Contracting Officer, by written notice, may terminate this agreement, in whole or in part, when it is in the interest of the Government. If this agreement is terminated, the Lessor shall be compensated in accordance with the provisions of 48 CFR 49 in effect on this agreement's date.

(b) If this agreement exceeds \$150,000, the clause in 48 CFR 52.249-2 in effect on the date of this agreement shall apply in lieu of the provisions set forth in (a), above, such clause being hereby incorporated by reference as fully as if set forth at length herein.

4. LAWS AND ORDINANCES.

The Lessor shall comply with all laws, ordinances, and regulations (Federal, State, County, City, or otherwise).

5. SCHEDULING AGREEMENT WORK.

The Lessor shall make necessary arrangements with the Contracting Officer or his representative to perform the work and shall arrange and schedule his work so that the minimum amount of interference with Government activities will result. Unless otherwise specified, all work shall be done during normal business hours.

6. USE OF BUILDING.

The Lessor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Government use. The Lessor shall require his employees to comply with instructions pertaining to conduct and building regulations issued by duly appointed officials, such as the Building Manager, guards, inspectors, etc.

7. ACCIDENT PREVENTION.

The Lessor shall use physical means to restrict access or direct flow of pedestrians or vehicles around work areas. Barricades, ropes, signs, lights, etc., are to be used in accordance with accepted safety practices.

8. FIRE HAZARDS.

The Lessor shall take every precaution to prevent fires during the performance of this agreement. The Lessor shall furnish a covered metal receptacle to be kept on the exterior of the building to place therein all combustible material, such as oily rags, waste, etc., used in the performance of the work. Paint product containers are to be kept sealed at all times except when in use.

9. MATERIALS.

The Lessor shall furnish all supplies, materials, and equipment necessary for the performance of the work included in this agreement unless otherwise specified. Materials and supplies to be used shall be commercially available products of reputable manufacturers or suppliers and shall conform with applicable federal specifications. Upon request, the Lessor shall submit to the Contracting Officer a list giving the name of the manufacturer, the brand name and the intended use of each of the materials that he proposes to use in the performance of the work. The Lessor will not use any material that the Contracting Officer determines would be unsuitable for the purpose or harmful to the surfaces to which applied or to any other part of the building, its contents or equipment.

10. LESSOR EMPLOYEES.

Each employee of the Lessor shall be a citizen of the United States of America or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

11. EXTRAS.

INITIALS: PH & AB
LESSOR GOVT

Except as otherwise provided in this agreement, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the Contracting Officer and the price stated in such order.

12. PRICING OF ADJUSTMENTS.

When costs are a factor in any determination of an agreement price adjustment pursuant to the changes clause or any other provision of this agreement, such costs shall be in accordance with the contract cost principles and procedures in 48 CFR 31.

13. DEBRIS AND CLEANING.

Remove and dispose of debris and dirt as it accumulates. Upon completion of work, remove spatters, droppings, smudges, etc., and leave the premises clean. Unless otherwise specified, all materials and equipment removed shall become the property of the Lessor who shall remove them from the job site.

14. GUARANTEE.

Unless otherwise provided in the specifications, the Lessor guarantees all work to be in accordance with the requirements of this agreement and free from defective or inferior materials, equipment, and workmanship.

15. INSPECTION.

All material, workmanship, and equipment shall be subject to the inspection and approval of the Contracting Officer or his representative. All work unsatisfactorily performed shall be promptly corrected and made acceptable to the Government.

16. INDEMNITY.

The Lessor shall save and keep harmless and indemnify the Government against any and all liability claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this agreement, resulting in whole or in part from the negligent acts or omissions of the Lessor.

17. WAIVER OF RESTORATION - IMPROVEMENTS

The Lessor hereby waives restoration as a result of all improvements.

18. WAIVER OF RESTORATION - PROPERTY

It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove same if so desired. In the event such are not removed by the Government at the end of this lease term, or any extension thereof, title shall vest in the Lessor and all rights of restoration waived.

INITIALS: PH & WB
LESSOR GOVT