

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No.3 Page 1 of 3	DATE 10/13/11
	TO LEASE NO. GS-03B-09447	

ADDRESS OF PREMISE 400 Oxford Drive
Monroeville, PA 15146-2351

THIS AGREEMENT, made and entered into this date by and between
L&M Associates

whose address is One Oxford Centre
301 Grant Street
Suite 4500
Pittsburgh, PA 15219-6400

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 square footage, establish the lease term, establish the annual rent, accept the tenant improvement build-out that is amortized in the rent, as well as being paid lump-sum and to establish the broker commission credit.**

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 29, 2011 as follows:

- A. Paragraph 1 of the Lease is hereby deleted in its entirety and replaced with the following:
 - "1. The Lessor hereby leases to the Government the following described premises:

6,717 Rentable Square Feet yielding approximately 5,976 ANSI/BOMA Office Area square feet and related space located on the Second Floor at 400 Oxford Drive, Monroeville, PA 15146-2351 as depicted on Exhibit A of the lease to be used for such purposes as determined by the General Services Administration."
- B. Paragraph 2 of the lease is hereby deleted in its entirety and replaced with the following:
 - "TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 29, 2011 through September 28, 2021, subject to termination and renewal rights as may be hereinafter set forth."
- C. Paragraph 3 of the Lease is hereby deleted in its entirety and replaced with the following:
 - "The Government shall pay the Lessor annual rent of \$201,478.42, at a rate of \$16,789.86 per month in arrears for years 1 through 5. For years 6 through 10, the Government shall pay the Lessor annual rent of \$140,914.08 at the rate of \$11,742.84 per month in arrears. Rent for lesser periods shall be prorated. Payment shall be made electronically and shall be made payable to:

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 above date.

LESSOR: _____
BY _____
IN _____
_____ (Address)

_____ Authorized Signatory (Title)

UNITED States Administration, PBS
BY _____
_____ Contracting Officer (Official Title)

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E. Paragraph 13 of the Rider to Lease is hereby amended to reflect the following updated annual rates:

Years 1 through 5:

The total annual rent of \$201,478.42 breaks down as follows:

Shell Rent: \$103,142.25 per year

Amortized annual cost per BOAF for Tenant Alteration Allowance: \$58,889.46

Interest Rate at which Tenant Alterations are amortized: 8.0%

Annual Cost of Services: \$39,446.71, plus accrued escalations per Paragraph 4.3, "Operating Costs"

Years 6 through 10:

The total annual rent of \$140,914.08 breaks down as follows:

Shell Rent: \$101,472.48 per year

Annual Cost of Services: \$39,446.71 per year, plus accrued escalations per Paragraph 4.3, "Operating Costs"

The parties hereby agree that the actual amount of tenant improvements spent was \$423,011.00. The amount of \$242,028.00 has been fully amortized at an interest rate of 8% over the firm term of the lease, or the first five (5) years of the leasing commencing on September 29, 2011. The amount of \$123,463.00 will be funded lump sum via SLA #1. The amount of \$57,520.00 will be funded lump sum via SLA #2."

Initials:

 & 
Lessor Gov't