

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-03P-12100
ADDRESS OF PREMISES Penn Center East Building 7 777 Penn Center Boulevard Pittsburgh, PA 15235-5925	PDN Number: PS0029390

**THIS AMENDMENT** is made and entered into between PCE TT, LP whose address is:

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 issue Notice to Proceed on initial Tenant Improvements and to revise the lease square footage.

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 15, 2014 as follows:

A. The Government hereby issues a Notice to Proceed for construction of Tenant Improvements in the amount of \$1,555,281.43 in accordance with all Lease requirements and the Design Intent Drawings. In accordance with Section 1.08 of the lease, the Lessor shall provide free TIA to the Government, at \$20.00 per ABOA SF, to be used by the Government at its sole discretion. The Government therefore will utilize the free TIA to reduce the total cost of the work as follows:

- Total amount for the work                    \$1,555,281.43
- Subtract free TIA                                (\$ 324,440.00)

**TOTAL    \$1,230,841.43**


The Government will pay the Lessor a one-time lump sum payment in the amount of \$541,327.91. The remaining portion, \$689,513.52, will be amortized over the first ten (10) years of the lease at 8.0% upon completion, inspection, and

This Lease Amendment contains 2 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: \_\_\_\_\_  
Title: Vice President  
Entity Name: \_\_\_\_\_  
Date: 7/31/2014

**FOR THE GOVERNMENT:**

Signature:   
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, 3PRNE  
Date: 9/11/14

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 7/31/2014

acceptance of the space. Any change orders that effect this pricing shall be submitted in writing to the Contracting Officer for their approval.

- B. The Lessor shall furnish, install, and maintain all labor, materials, tools, equipment, services and associated work to complete the attached price proposal for the initial build out of the Government's space. The work shall be completed within 60 working days from receipt of permits.
- C. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$541,327.91, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting 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 Contracting 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 # PS0029390

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

- D. Paragraph 1.01 section A. is hereby deleted and replaced with the following:

"A. Office and Related Space: 18,655.77 rentable square feet (RSF), yielding 16,222 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space located on partial 5<sup>th</sup> and entire 6<sup>th</sup> floor (s) and known as Suite (s) 500 and 600 of the building, as depicted on the floor plan(s) attached hereto as Exhibit A."

INITIALS:

  
LESSOR

&

  
GOVT