

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-03P-LPA12187
ADDRESS OF PREMISES 500 Grant Avenue East Butler, PA 16029-2111	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between Mathews International Corporation

whose address is: 2 North Shore Center Pittsburgh, PA 15212  
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 increase the Tenant Improvement Allowance to fund Change Order #1 and issue Notice to Proceed for the Change Order #1.

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 February 19, 2016 as follows:

1. Mathews International Corporation is hereby issued notice to proceed with Change Order #1, additional electrical work needed for the systems furniture, as outlines in the attached quote dated February 15, 2016 (Exhibit A).
2. Paragraph 1.08 is hereby deleted in its entirety and the following is inserted in lieu thereof"
  - a. "The Tenant Improvement Allowance (TIA) for purposes of this Lease is [REDACTED]. The TIA is the amount that the Lessor shall make available for the Government to be used for Tis. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of [REDACTED]."
3. Paragraph 1.03 sub-paragraph A is hereby deleted in its entirety and the following is inserted in lieu thereof:
  - a. "A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

This Lease Amendment contains {6} 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: [REDACTED]  
Name: [REDACTED]  
Title: VP CFO WORLDWIDE  
Entity Name: MATHEWS INTERNATIONAL CORP.  
Date: FEBRUARY 24<sup>TH</sup> 2016

**FOR THE GOVERNMENT:**

Signature: [REDACTED]  
Name: [REDACTED]  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 2/29/16

**WITNESSED FOR THE LESSOR BY:**

Signature: [REDACTED]  
Name: [REDACTED]  
Title: Senior Accountant  
Date: 2/24/16

	FIRM TERM YEARS 1-5	NON-FIRM TERM YEARS 6-10
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$78,349.60	\$85,345.10
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 95,614.53	\$0.00
OPERATING COSTS <sup>3</sup>	\$ 57,363.10	\$ 57,363.10
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$ 6,016.13	\$0.00
PARKING <sup>5</sup>	\$ 0.00	\$ 0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$237,343.36</b>	<b>\$142,708.2</b>

4. <sup>1</sup>Shell rent calculation:
5. (Firm Term) \$5.60 per RSF multiplied by 13,991 RSF
6. (Non-Firm Term) \$6.10 per RSF multiplied by 13,991 RSF
7. <sup>2</sup>The Tenant Improvement Allowance of [REDACTED] is amortized at a rate of [REDACTED] per annum over 5 years.
8. <sup>3</sup>Operating Costs rent calculation: \$4.10 per RSF multiplied by 13,991 RSF
9. <sup>4</sup>Building Specific Amortized Capital (BSAC) of \$26,023.26 are amortized at a rate of 6 percent per annum over 5 years
10. <sup>5</sup>Parking costs described under sub-paragraph G below

INITIALS:  &   
 LESSOR & GOVT