

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-03P-LPA00053
ADDRESS OF PREMISES 3311 EAST CARSON STREET PITTSBURGH, PENNSYLVANIA 15203-2148	PDN Number:

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 change due dates for the below items:

- Paragraph 1.09 Tenant Improvement Rental Adjustment**, Section A, is hereby amended by deleting the existing text in its entirety and inserting the following in lieu thereof:

'The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term. The Government shall provide Design Intent Drawings for any Tenant Improvements by April 30, 2019 and any unused portion of the TIA shall be returned to the Lessor. Payment of the TIA shall commence upon completion of authorized improvements.'

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:

FOR THE GOVERNMENT:

Signature: _____
 Name: Philip Han
 Title: Authorized Signatory
 Entity Name: Pittsburgh FBI-GPT Business Trust
 Date: 7/13/17

Signature: _____
 Name: Laura B. Ney
 Title: Lease Contracting Officer
 GSA, Public Buildings Service
 Date: 7/17/17

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: Christina Priest
 Title: Asset Manager
 Date: 7/13/17

2. **Paragraph 1.19 Building Improvements and Other Deliverables, Section B** is hereby amended by deleting the existing text in its entirety and inserting the following in lieu thereof:

'The Lessor shall complete the following additional building improvements and/or ensure compliance with Lease requirements:

B. Address Carpet Issues: At the lessor's expense, carpet shall be replaced throughout the building with a product that meets or exceeds the lease requirements within the first two years of the lease, assuming no delays caused on part of the Government. The qualities of the replacement carpets shall consider the general, executive and special office areas. Carpet tile shall be used throughout the space.'

3. **Paragraph 7.02 Capital Repair and Replacement Schedule** is hereby amended by deleting the existing text in its entirety and inserting the following in lieu thereof:

Below is the estimated 10 year capital repair and replacement schedule.

Building - 10 Year Capital Budget (2017-2026)											
PROJECT NAME	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	
Roof Replacement					X						
Façade Cleaning/Caulking replacement		X									
Parking gates/barriers	X										
Replace 3 - 80 gallon electric water heaters			X								
All 4 chillers replaced: 1 per year	X	X	X	X							
BAS Upgrade Phase 2	X										
First floor lobby lighting LED upgrade	X										
Fire alarm panel replacement, front end and devices				X							
Soft Starters for Elevators	X	X									
Parking lot sealing/crack filling			X				X				
Parking lot repairs/milling - 25%			X				X				
Exterior lighting, LED upgrade	X										
Carpet replacement (Every 10 years)										X	
Entire interior building painting (last done 2014)			X					X			

From the above list, the following more specific parameters apply. The secondary set of parking gates and barriers will be replaced during the construction of the Tenant Improvements, of which Design Intent Drawings are required to be provided by April 30, 2019, assuming no delays caused by the Government, of which Lessor will contribute up to \$200,000.00 towards the replacement cost of all parking gates and barriers. For the Chiller Replacement, all four chillers will be replaced at the rate of one per year. The first two of four chiller replacements must be completed by November 1, 2017. In the event that these deadlines are not met and the delay was not caused by the Government, GSA will reduce the rent by \$15,500.00 per month until said work is tested, inspected and fully functional.'

INITIALS: PH LESSOR & ZW GOVT