GENERAL SERVICES ADMINISTRATION DATE SUPPLEMENTAL PUBLIC BUILDING SERVICES AGREEMENT No. 2 SUPPLEMENTAL LEASE AGREEMENT Page 1 of 2 TO LEASE NO. PDN NO. PS0020871 GS-03B-09425 ADDRESS OF PREMISES Cranberry Woods 800 Cranberry Woods Drive Cranberry Township, PA 16066-5209 THIS AGREEMENT, made and entered into this date by and between Cranberry Cochran Road, L.P. whose address is 300 Grant Street, Suite 2400 Pittsburgh, PA 15219-1234 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 1) issue notice to proceed for the construction of the Tenant Improvements, 2) provide for lump sum payment for a portion of the Tenant Improvement cost, 3) establish the delivery date of September 14, 2011. **NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, Effective, July 21, 2011, as follows: A. Cranberry Cochran Road, L.P. has been authorized to begin construction of the Tenant Improvements for the in the agreed upon amount of \$66,289.00, of which \$54,143.06 is to be amortized into the tenant improvements portion of the rent. The Government will pay a one time lump sum payment upon completion and acceptance of the improvements in the amount of \$12,145.94. Upon completion of the work, the Lessor shall notify the contracting officer to arrange for an inspection. After inspection and acceptance of the work by the Government, a properly executed invoice shall be submitted at: http://www.finance.gsa.gov or a properly executed original invoice shall be forwarded to the Greater Southwest Region (7BC), P.O. Box 17181, Fort Worth, Texas 76102-0181. If invoicing either electronically or by mail, a copy of the invoice must also be mailed to the Contracting Officer at: GSA Public Buildings Service, Real Estate Acquisition Division, 20 North Eighth Street, 8th Floor, Philadelphia, PA 19107-3191, Attn: Maya Godelman. For an invoice to be considered proper, it must be received after the execution of this SLA, Reference the Pegasys Document Number (PDN) specified on this form, Include a unique, vendor-supplied, invoice number, Indicate the exact payment amount requested, and Specify the payee's name and address. The payee's name and address must EXACTLY match the Legal Business Name or DBA associated with it in Central Contractor Registration (CCR) for the DUNS included above. Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later. This SLA 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 above date. LESSO COENERAL PARTNER C. RUBOUPH SUITE Z400 310 GRANT ST. PITTERSUNCH PA 15219 (Signature) UNIT STATE ACQUISITION DIVISION Contracting Officer (Official Title)

SUPPLEMENTAL LEASE AGREEMENT No. 2

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- B. Paragraph 12 of the Lease Rider is hereby deleted and the following is inserted in lieu thereof:
- "12. Lessor shall complete the building shell as defined in the lease and complete all alterations, improvements, and repairs required by this lease, and deliver the leased premises ready for occupancy by the Government by September 14, 2011. When Lessor has completed all such alterations, improvements, and repairs, Lessor shall promptly notify the Contracting Officer, who shall promptly cause the same to be inspected.

Upon the date of completion of such alterations, improvements, and repairs and inspection and acceptance by the Government, the term of this lease shall commence and shall continue for **10** consecutive calendar years. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.

Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 4.1 of the lease, "Measurement of Space" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of:

Years 1 through 5:

Shell Rent \$25.19 per ANSI/BOMA Office Area Square Foot (ABOA),

Amortized annual cost per ANSI/BOMA Office Area Square Foot (ABOA) for Tenant Improvement Allowance*: \$3.11 per ANSI/BOMA Office Area Square Foot(ABOA),

Amortized annual cost per ANSI/BOMA Office Area Square Foot (ABOA) for Building Specific Security*
.43 per ANSI/BOMA Office Area Square Foot(ABOA)

Interest rate at which Tenant Alterations are amortized: 7.5%

Annual Cost of Services: \$6.23 per ANSI/BOMA Office Area Square Foot (ABOA), <u>plus accrued escalations</u> per Paragraph 4.3 "Operating Costs"

Years 6 through 10:

Shell Rent* \$25.94 per ANSI/BOMA Office Area Square Foot (ABOA)

Annual Cost of Services: \$6.23 per ANSI/BOMA Office Area Square Foot (ABOA), <u>plus accrued escalations</u> per Paragraph 4.3 "Operating Costs"

*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$54,143.06 or \$12.94 per ANSI/BOMA Office Area Square Foot, which is included in the rent, using the 7.5% amortization rate over the firm term of five (5) years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 7.5% amortization rate.

If the Government spends more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease."

Initials: & Mt Gov't