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| <b>GENERAL SERVICES ADMINISTRATION<br/>PUBLIC BUILDINGS SERVICE</b><br><br><b>LEASE AMENDMENT</b> | LEASE AMENDMENT No. 1        |
|   | TO LEASE NO. GS-03P-LPA12187 |
| <b>ADDRESS OF PREMISES</b><br>500 Grant Avenue<br>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 1.) Amend the required construction timeframe 2.) Issue Notice to Proceed for the construction of Tenant Improvements 2.) Clarify the annual rent.

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 October 26, 2015 as follows:

1. Paragraph 4.01 G is hereby deleted in its entirety and the following is inserted in lieu thereof:
  - A. "G. Construction of Tis and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than 80 Working Days following issuance of NTP."
2. Mathews International Corporation has been issued notice to proceed with the construction of the Tenant Improvements for the [REDACTED] for the agreed upon amount of \$383,648.43, which is to be amortized into the Tenant Improvements portion of the rent.
  - A. The lessor shall complete the above design and construction within 80 working days of notice to proceed (February 12, 2016).
3. Paragraph 1.03 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 {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: [REDACTED]  
 Name: STEPHEN TORCHIA  
 Title: VP CFO IOL WORLDWIDE  
 Entity Name: MATHEWS INTERNATIONAL CORP.  
 Date: OCTOBER 29, 2015

**FOR THE GOVERNMENT:**

Signature: [REDACTED]  
 Name: [REDACTED]  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service, 3PRNK  
 Date: 10/29/15

**WITNESSED FOR THE LESSOR BY:**

Signature: [REDACTED]  
 Name: CHRISTINA H. ROSSIGNOL  
 Title: Senior Accountant  
 Date: OCTOBER 29, 2015

|   | FIRM TERM YEARS 1-5  | NON-FIRM TERM YEARS 6-11 |
|---|----------------------|--------------------------|
|   | ANNUAL RENT          | ANNUAL RENT              |
| SHELL RENT <sup>1</sup>                                 | \$ 78,349.60         | \$85,345.10              |
| TENANT IMPROVEMENTS RENT <sup>2</sup>                   | \$ 89,003.99         | \$0.00                   |
| OPERATING COSTS <sup>3</sup>                            | \$ 57,363.10         | \$ 57,363.10             |
| BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup> | \$8,016.13           | \$0.00                   |
| PARKING <sup>5</sup>                                    | \$ 0.00              | \$ 0.00                  |
| <b>TOTAL ANNUAL RENT</b>                                | <b>\$ 230,732.82</b> | <b>\$ 142,708.20</b>     |

<sup>1</sup>Shell rent calculation:

(Firm Term) \$5.60 per RSF (rounded) multiplied by 13,991 RSF

(Non-Firm Term) \$8.10 per RSF (rounded) multiplied by 13,991 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$383,848.43 is amortized at a rate of 8 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$4.10 per RSF (rounded) multiplied by 13,991 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$26,023.26 are amortized at a rate of 8 percent per annum over 5 years

<sup>5</sup>Parking costs described under sub-paragraph H below<sup>6</sup>

INITIALS:  LESSOR

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