

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDING SERVICES

SUPPLEMENTAL AGREEMENT

DATE

No. 2  
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5/11/2010

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

PDN NO.

GS-03B-09352

PS0017246

ADDRESS OF PREMISE

Building

540 Fifth Avenue  
McKeesport, PA 15132 - 2528

THIS AGREEMENT, made and entered into this date by and between

whose address is RF McKeesport LP  
123 36<sup>th</sup> Street  
Pittsburgh, PA 15201-1921

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 Change Order #1, establish the increased building square footage, establish the lease term, establish the termination notice, establish the percentage of occupancy, and establish the annual rent

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective April 27, 2010, as follows:

A. The Lessor shall furnish, install and maintain all labor, supervision, material, tools, equipment, services and associated work necessary to complete a physical security system in the attached scope of work and the attached price proposals. The work shall be completed in coordination with the Tenant Improvement build-out and be completed no later than May 15, 2010.

The cost to the Government for all of the work described in the attached "Statement of Work" shall be paid lump sum upon acceptance by the Government in the agreed upon amount of \$51,546.24. Any change orders that effect this pricing shall be submitted in writing to the Contracting Officer for their approval.

Upon completion of all the above referenced work, the Lessor shall notify the Contracting Officer for final inspection and acceptance of the space. 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 to the Greater Southwest Region (7BC), P.O. Box 17181, Fort Worth, Texas 76102-0181.

A properly executed invoice must reference the PDN number, lease, and SLA number and a description of the work and amount billed. A copy of the invoice must also be sent to the Contracting Officer at The Strawbridge's Building, 20 North 8<sup>th</sup> Street, Philadelphia, PA 19107. Payment in the above referenced amounts for these improvements will become due within thirty (30) days of acceptance of the work by the Government.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR

RF McKeesport LP

President  
RF McKeesport LLC,  
General Partner  
123 36<sup>th</sup> Street  
Pittsburgh, PA 15201  
(Address)

North Service Center

Contracting Officer

(Official Title)

(Signature)

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B. Paragraph 1 of the Standard Form 2 is hereby deleted in its entirety and replaced with the following:

"1. The Lessor hereby leases to the Government the following described premises:

7,378 ANSI/BOMA Office Area square feet (7,997 rentable office area square feet) on the 1<sup>st</sup> floor and 28 on-site parking spaces available for use by tenant for personal, furnishings, and equipment at the [REDACTED] Building at 540 Fifth Avenue, McKeesport, PA 15132 - 2528."

C. Paragraph 2 of the Standard Form 2 is hereby deleted in its entirety and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on April 27, 2010 through April 26, 2020, subject to termination and renewal rights as may be hereinafter set forth."

D. Paragraph 3 of the Standard Form 2 is hereby deleted in its entirety and replaced with the following:

"3. The Government shall pay the Lessor annual rent of \$277,819.61 at the rate of \$23,151.63 per month in arrears. Rent for a lessor period shall be prorated. Rent checks shall be made payable to:

RF McKeesport LP  
123 36<sup>th</sup> Street

Pittsburgh, PA 15201-1921"

E. Paragraph 4 of the Standard Form 2 is hereby deleted in its entirety and replaced with the following:

"4. The Government may terminate this lease in whole or in part at any time after April 26, 2020, by giving at least sixty days (60) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

F. Paragraph 9 of the Rider is hereby deleted in its entirety and replaced with the following:

"9. The total percentage of space occupied by the Government under the terms of the lease is equal to 100% of the total space available in the Lessor's building, and will be used as the for computing the Government's pro-rata share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause. The percentage of occupancy is derived by dividing the total Government space of 7,997 rentable square feet by the total building space of 7,997 rentable square feet."

Initials:

  
Lessor

&

  
Gov't

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G. Paragraph 11 of the Rider is hereby deleted in its entirety and replaced with the following:

"Upon signed acceptance of the leased premises by the Government, the same shall be measured and rent shall be paid, in accordance with Paragraph 3.7 of the Solicitation for Offer, "ANSI/BOMA Office Area Square Feet" and Paragraph 27 of the General Clauses, GSA Form 3517, "Payment" at the rate of: \$37.65 per ANSI/BOMA Office Area Square Foot (BOAF) or \$277,819.61 annually consisting of shell, operating, and tenant improvement costs as outlined below:

**Years 1 through 10:**

**Annual Shell Rent \$194,987.72**

**\*Amortized Annual rate for Tenant Improvement Allowance: \$42,221.04**

**\*Interest rate at which Tenant Improvements are amortized: 6.5%**

**Annual Cost of Services: \$40,610.85, plus accrued escalations per Paragraph 3.4, Operating Costs**

The total cost of Tenant Improvements (TI) is \$309,861.92 which will be amortized at the rate of 6.5% over the firm term of the first ten years of the lease."

H. Paragraph 12 of the Rider is hereby deleted in its entirety and replaced with the following:

"The Common Area Factor of this building for this Government lease that is applied to the ANSI/BOMA Office Area square feet to determine the rentable square feet is 1.0839%."

**All other terms and conditions of the lease shall remain in force and effect.**

Initials: JA & MB  
Lessor Gov't