
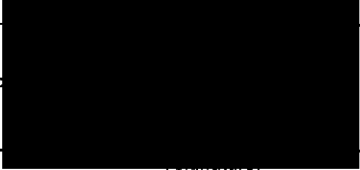

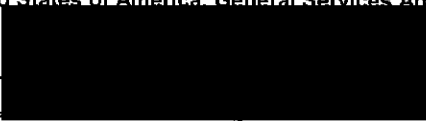




<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT NO. 4 Page 1 of 3	DATE 4/24/12
	TO LEASE NO. <b>GS-03B-09437</b>	
ADDRESS OF PREMISE 330 Innovation Boulevard State College, PA 16803-6611	PEGASYS DOCUMENT NUMBER (PDN)	
<p>THIS AGREEMENT, made and entered into this date by and between</p> <p style="text-align: center;">330 INNOVATION PARK PARTNERS, L.P.</p> <p>whose address is 600 GRANT ST STE 1400 PITTSBURGH, PA 15219-2703</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease to establish the square footage, establish the lease term, establish the annual rent, accept the tenant improvement build-out that is amortized in the rent, as well as being paid lump-sum, and to establish the broker commission credit.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>March 29, 2012</u>, as follows:</p> <p>A. Paragraph 1 of the Lease is hereby deleted in its entirety and replaced with the following:</p> <p style="padding-left: 40px;">"The Lessor hereby leases to the Government the following described premises:</p> <p style="padding-left: 40px;">5,526 Rentable Square Feet (RSF) yielding approximately 4,784 ANSI/BOMA Office Area (ABOA) square feet and related space located on the second (2<sup>nd</sup>) floor at 330 Innovation Boulevard, State College, PA 16803-6611, together with nine (9) on-site reserved surface parking spaces and twenty (20) additional parking spaces for employees and visitors. Three (3) additional on-site reserved parking spaces can be provided, as necessary, during the lease term.</p> <p style="padding-left: 40px;">to be used for such purposes as determined by the General Services Administration."</p> <p>B. Paragraph 2 of the Lease is hereby deleted in its entirety and replaced with the following:</p> <p style="padding-left: 40px;">"TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on <u>March 29, 2012</u> through <u>March 28, 2022</u>, subject to termination and renewal rights as may be hereinafter set forth."</p> <p>All other terms and conditions of the lease shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date</p>		
Lessor:  RS, L.P.	BY 	PRESIDENT OF EP. (Title)
IN THE P 	600 Grant Street, Suite 1400, Pittsburgh, PA 15219 (Address)	
United States of America, General Services Administration, Public Buildings Service		
BY 	Contracting Officer (Official Title)	

Initials: AW & AB  
Lessor Government

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C. Paragraph 3 of the Lease is hereby deleted in its entirety and replaced with the following:

"The Government shall pay the Lessor annual rent of \$166,313.66, at a rate of \$13,859.47 per month in arrears for years 1 through 5. For years 6 through 10, the Government shall pay the Lessor annual rent of \$172,944.86, at a rate of \$14,412.07 per month in arrears. Rent for lesser periods shall be prorated. Payment shall be made electronically and shall be made payable to:

330 INNOVATION PARK PARTNERS, L.P.  
600 GRANT ST STE 1400  
PITTSBURGH, PA 15219-2703"

D. Paragraph 6.B of the Lease is hereby deleted in its entirety and replaced with the following:

"The Lessor and Jones Lang LaSalle (the Broker) have agreed to a cooperating lease commission of [REDACTED] based on Aggregate Lease Value over the firm term. The total amount of this commission is [REDACTED] (Gross Commission). For the benefit of the Government, and in accordance with terms of the GSA National Broker Contract, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit, i.e., [REDACTED] (Net Commission), to the Broker in two (2) installments, i.e., fifty percent (50%) upon receipt of invoice following lease execution, and the remaining fifty percent (50%) upon receipt of invoice following beneficial occupancy.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully capture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted monthly rent:

Fourth (4<sup>th</sup>) Month's Rental Payment of \$13,859.47 (which includes \$8,132.43 shell) minus [REDACTED] Commission Credit (1/3) equals [REDACTED].

Fifth (5<sup>th</sup>) Month's Rental Payment of \$13,859.47 (which includes \$8,132.43 shell) minus [REDACTED] Commission Credit (1/3) equals [REDACTED].

Sixth (6<sup>th</sup>) Month's Rental Payment of \$13,859.47 (which includes \$8,132.43 shell) minus [REDACTED] Commission Credit (1/3) equals [REDACTED].

The seventh (7<sup>th</sup>) month's Rental Payment shall commence in full."

E. Paragraph 13 of the Rider to Lease is hereby amended to reflect the following updated annual rental rates:

**Years 1 through 5:**

**Total Annual Rent:** \$166,313.66 per year

**Free Rent\*\*\*:** three (3) months during base year (aggregate value of \$41,578.41)

**Shell Rent:** \$97,589.16 per year

**Amortized annual cost for Tenant Improvement Allowance\*:** \$30,353.31 per year

**Interest rate at which Tenant Alterations are amortized:** six and three-quarters percent (6.75%)

**Amortized annual cost for Building-Specific Security\*\*:** \$1,725.75 per year

**Annual Cost of Services:** \$36,645.44 per year, plus accrued escalations per SFO Paragraph 4.3, 'Operating Costs'

**Years 6 through 10:**

**Total Annual Rent:** \$172,944.86 per year



**Shell Rent:** \$104,220.36 per year

**Amortized annual cost for Tenant Improvement Allowance\*:** \$30,353.31 per year

**Interest rate at which Tenant Alterations are amortized:** six and three-quarters percent (6.75%)

**Amortized annual cost for Building-Specific Security\*\*:** \$1,725.75 per year

**Annual Cost of Services:** \$36,645.44 per year, plus accrued escalations per SFO Paragraph 4.3, 'Operating Costs'

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Lessor                      Government

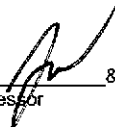



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F. The parties hereby agree that the actual amount of tenant improvements spent was \$457,609.80, of which the amount of \$220,288.42 has been fully amortized at an interest rate of 6.75% over the firm term, one hundred twenty (120) months or ten (10) years, of the Lease commencing on March 29, 2012. The amount of \$233,801.58 will be funded lump sum via SLA No. 2. The amount of \$3,519.80 will be funded lump sum via SLA No. 3.

Initials:  &   
Lessor Government

GSA FORM 276