

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-03P-LPA12107
ADDRESS OF PREMISES 319 WASHINGTON STREET JOHNSTOWN, PENNSYLVANIA 15901-1624	PDN Number: N/A

THIS AMENDMENT is made and entered into between

Newfield Properties LLC

whose address is: Penn Traffic Building
319 Washington Street
Suite 210
Johnstown, Pennsylvania 15901-1624

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 establish the square footage, annual rent, percentage of occupancy and base cost of services, and to incorporate revised floor plans.

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 June 17, 2014 as follows:

I. Section 1, Paragraph 1.01, Paragraph A, is hereby deleted in its entirety and replaced with the following:


"A. Office and Related Space: 27,184 rentable square feet (RSF), yielding 23,638 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space located on the 1st and 2nd floors and Mezzanine level of the Building, as depicted on the floor plans attached hereto as Exhibit A. The attached floor plans are hereby incorporated into the Lease as Exhibit A and replace all previous Exhibit A's under the Lease."

II. Section 1, Paragraph 1.03, Paragraph A, is hereby deleted in its entirety and replaced with the following:


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.

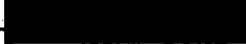
FOR THE LESSOR

Signature: 
Name: GIRARD-HO PAK
Title: MEMBER
Entity Name: Newfield Properties LLC
Date: 08/12/2014

FOR THE GOVERNMENT:

Signature: 
Name: Rebekah R. Cowles
Title: Lease Contracting Officer
GSA Public Buildings Service
Date: August 13, 2014

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: 2007A TAPR
Title: _____
Date: 8/12/2014

"A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$353,397.20	\$353,397.20
TENANT IMPROVEMENTS RENT	\$ 0.00	\$0.00
OPERATING COSTS	\$203,883.00	\$ 203,883.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ¹	\$ 11,327.76	\$0.00
PARKING	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$568,607.96	\$557,280.20

¹Building Specific Amortized Capital (BSAC) of \$56,638.80 is amortized at a rate of 0 percent per annum over 5 years.

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term."

III. Section 1, Paragraph 1.11, is hereby deleted in its entirety and replaced with the following:

"1.11 The Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 14.72 percent. The Percentage of Occupancy is derived by dividing the total Government Space 27,184 RSF by the total Building space of 184,650 RSF."

IV. Section 1, Paragraph 1.13, is hereby deleted in its entirety and replaced with the following:

"1.13 The parties agree that for the purpose of applying the paragraph entitled "Operating Costs Adjustment that the Lessor's base rate for operating costs shall be \$7.50 per RSF."

INITIALS:

LMJ
LESSOR

&

PUC
GOVT

Lease Amendment Form 12/12