

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-03P-LPA12148
ADDRESS OF PREMISES 319 WASHINGTON STREET JOHNSTOWN, PA 15901-1624	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between

NEWFIELD PROPERTIES LLC

whose address is:

319 Washington Street, Suite 210  
Johnstown, PA 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 commence the Lease, establish the rent, memorialize the Tenant Improvement notice to proceed and authorize change order number one.

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 January 1, 2015, as follows:

I. The Lease Term Commencement date is hereby established as January 1, 2015. The lease term is established as January 1, 2015 through December 31, 2024, subject to termination rights established in Section 1.05 of the Lease.

II. Paragraph 1.03 A. of the Lease has been deleted in its entirety and replaced with the following:

"1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

This Lease Amendment contains 3 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: \_\_\_\_\_

Title: \_\_\_\_\_

Entity Name: NEWFIELD PROPERTIES LLC

Date: \_\_\_\_\_

MEMBER  
2/04/2014

**FOR THE GOVERNMENT:**



Signature: \_\_\_\_\_

Name: \_\_\_\_\_

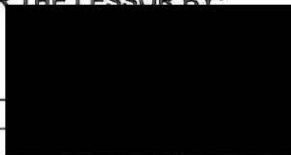
Title: \_\_\_\_\_

GSA, Public Buildings Service

Date: \_\_\_\_\_

Lease Contracting Officer  
February 5, 2015

**WITNESSED FOR THE LESSOR BY:**



Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PARK  
2/4/2015

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 <sup>1</sup>	\$58,310.00	\$70,805.00
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 20,912.56	\$0.00
OPERATING COSTS <sup>3</sup>	\$ 31,237.50	\$ 31,237.50
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)	\$ 0.00	\$0.00
PARKING	\$ 0.00	\$ 0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$110,460.06</b>	<b>\$102,042.50</b>

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

(Firm Term) \$14.00 per RSF multiplied by 4,165 RSF

(Non Firm Term) \$17.00 per RSF multiplied by 4,165 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$104,562.78 is amortized at a rate of 0 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$7.50 per RSF multiplied by 4,165 RSF

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. Paragraph 1.04 of the Lease has been deleted in its entirety and replaced with the following:

" 1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. **STUDLEY, INC.** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to **STUDLEY, INC.** with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully 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:

Month 1 Rental Payment: \$9,205.01 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.  
 Month 2 Rental Payment: \$9,205.01 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent."

iv. Paragraph 1.15 of the Lease has been deleted in its entirety and replaced with the following:

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

v. This Lease Amendment memorializes the notice to proceed with the construction of Tenant Improvements issued 10/16/2014 in the amount of \$101,594.94. The scope of work included the Lease and the construction documents dated 9/4/2014, which are based on the approved Design Intent Drawings.

INITIALS: CHP & WJC  
 LESSOR GOVT

VI. This Lease Amendment issues notice to proceed with Change Order No. 1 :

Lighting: Six (6) 2 lamp, 3 tube 2X4 Recessed Direct/Indirect air return fixtures in accordance with the Lessor's proposal dated January 16, 2015 for the total amount of [REDACTED] which includes all costs associated with labor and materials. This cost is captured as part of the Tenant Improvement expenditure under Section II of this Lease Amendment. All work associated with the change order shall be completed no later than February 5, 2015, and shall be memorialized in As-Built drawings in accordance with Lease requirements.

INITIALS: clp & ROC  
LESSOR GOV'T