



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 6 TO LEASE NO. GS - 03B - 90321	DATE <u>October 3, 2011</u> PEGASYS DOCUMENT NUMBER (PDN)						
ADDRESS OF PREMISE 1385 Eisenhower Boulevard Johnstown, PA 15904-3257								
<p>THIS AGREEMENT, made and entered into this date by and between</p> <p style="text-align: center;">RF Johnstown LP</p> <p>whose address is 123 36th Street, Pittsburgh, PA 15201-1921</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 establish the lease effective date and annual rent</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>September 29, 2011</u> as follows:</p> <p>A. Paragraph 2, of Standard Form 2, of the Lease 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 <u>September 29, 2011</u> through <u>September 29, 2021</u>, subject to termination and renewal rights as may be hereinafter set forth."</p> <p>B. Paragraph 3, of Standard Form 2, of the Lease is hereby deleted in its entirety and replaced with the following: "3. The Government shall pay the Lessor annual rent of <u>\$533,398.47</u> at the rate of <u>\$44,449.87</u> per month in arrears. Rent for a lesser period shall be prorated.</p> <p style="padding-left: 40px;">Rent checks shall be made payable to:</p> <p style="padding-left: 40px;">RF Johnstown LP 123 36th Street Pittsburgh, PA 15201-1921</p> <p style="padding-left: 40px;"><u>Rent for Year 1 - 10</u></p> <table style="margin-left: 40px; border: none;"> <tr> <td>Annual Building Shell Rent:</td> <td style="text-align: right;">\$ 372,591.27</td> </tr> <tr> <td>Annual Amortized Tenant Improvement Allowance:</td> <td style="text-align: right;">\$ 88,142.55</td> </tr> <tr> <td>Annual Operating Expense Base Rent:</td> <td style="text-align: right;">\$ 72,664.55</td> </tr> </table> <p style="text-align: center;">This S.I.A contains 2 pages.</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>			Annual Building Shell Rent:	\$ 372,591.27	Annual Amortized Tenant Improvement Allowance:	\$ 88,142.55	Annual Operating Expense Base Rent:	\$ 72,664.55
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LESSOR: RF Johnstown LP  _____ (Signature)	<u>President</u> (Title)  _____ (Address) _____ Contracting Officer (Official Title)							

The Government agrees to the total Tenant Improvement build-out costs of \$1,037,822.26. The Government's total Tenant Improvement Allowance is \$639,693.22. The TI cost of \$639,693.22 will be fully amortized at an interest rate of 6.75% over the ten (10) full years of the Lease term. The Tenant Improvement Allowance will be fully paid after the tenth (10) full year of occupancy. In accordance with Lease Paragraph 1.11 entitled "Tenant Improvement Rental Adjustment," the Government elects to pay, lump-sum, the additional Tenant improvement cost for the second floor tenant of \$398,129.04 (over the Tenant Improvement Allowance of \$254,932.00 to be amortized at 6.75%) for a total tenant improvement cost of \$653,661.04. For the first floor tenant the Government has elected to amortize the entire Tenant Improvement cost of \$384,761.22 in the rent, using the 6.75% amortization rate over the firm term of ten (10) years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 6.75% amortization rate.

C. Paragraph 9 of the Rider to the Lease 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 basis 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 13,834 rentable square feet by the total building space of 13,834 rentable square feet."

Lessor

& Government