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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES | SUPPLEMENTAL AGREEMENT No. 3 | DATE <i>August 3, 2011</i> |
| | SUPPLEMENTAL LEASE AGREEMENT | TO LEASE NO. GS - 03B - 90321 |
| | | PEGASYS DOCUMENT NUMBER (PDN) PS0020568 |

ADDRESS OF PREMISE 1385 Eisenhower Boulevard
Johnstown, PA 15904-3257

THIS AGREEMENT, made and entered into this date by and between
RF Johnstown LP
whose address is 123 36th 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 establish the tenant improvement amount, provide for a lump-sum payment for Tenant Improvements that exceed the Tenant Improvement Allowance for the 2nd floor tenant, and increase the square footage of the first floor tenant

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 27, 2011, as follows:

A. Paragraph 1, of Standard Form 2, of the lease is hereby deleted and replace in lieu thereof with the following:

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

A total of 10,885 ANSI/BOMA office area square feet (ABOA) and related space (yielding approximately 13,481 rentable square feet) on the first floor and second floors at 1385 Eisenhower Boulevard, Johnstown, PA 15904-3257, together with 38 surface parking spaces. The first floor shall consist of 5,343 ABOA square feet (yielding approximately 6,942 RSF) of space and the second floor shall consist of 5,542 ABOA square feet (yielding approximately 6,539 RSF)

to be used for such purposes as determined by the Government."


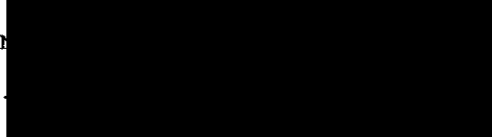

B. In accordance with Lease Paragraph 1.11 entitled "Tenant Improvement Rental Adjustment," the Government elects to pay, lump-sum, the additional Tenant Improvement cost for the second floor tenant of \$398,129.04 (over the Tenant Improvement Allowance of \$254,932.00 to be amortized at 6.75%) for a total tenant improvement cost of \$653,061.04.

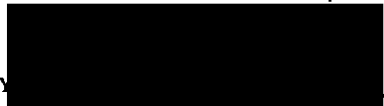
For the first floor tenant the Government has elected to amortize the entire Tenant Improvement cost of \$384,761.22 in the rent, using the 6.75% amortization rate over the firm term of ten (10) years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 6.75% amortization rate.

This SLA 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 above date.

LESSOR: RF Johnstown LP
BY  _____
President
(Title)
BY  _____


UNITED STATES OF AMERICA GSA, Public Building Services
BY  _____
(Signature) Contracting Officer
(Official Title)

C. Paragraph 11 of the Lease Rider is hereby deleted and replaced in lieu thereof with the following:

"11. Lessor shall complete the building shell as defined in the lease and complete all alterations, improvements, and repairs required by this lease, and deliver the leased premises ready for occupancy by the Government within 120 calendar days from the date of notice to proceed with the construction of the tenant improvements. When Lessor has completed all such alterations, improvements, and repairs, Lessor shall promptly notify the Contracting Officer, who shall promptly cause the same to be inspected.

Upon the date of completion of such alterations, improvements, and repairs and inspection and acceptance by the Government, the term of this lease shall commence and shall continue for (ten) 10 consecutive calendar years. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.

Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 4.1 of the lease, "Measurement of Space" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of:

First Floor

Years 1 through 10:

Shell Rent: \$30.01 per ANSI/BOMA Office Area Square Foot (ABOA)

Amortized annual cost for Tenant Improvement Allowance*: \$53,015.84 per year*

Interest rate at which Tenant Alterations are amortized: 6.75%

Annual Cost of Services: \$6.65 per ANSI/BOMA Office Area Square Foot (ABOA), plus accrued escalations per Paragraph 3.4, "Operating Costs"

*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.

Second Floor

Years 1 through 10:

Shell Rent: \$38.01 per ANSI/BOMA Office Area Square Foot (ABOA)

Amortized annual cost for Tenant Improvement Allowance*: \$35,136.28

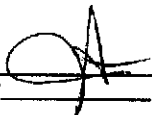
Interest rate at which Tenant Alterations are amortized: 6.75%

Annual Cost of Services: \$6.65 per ANSI/BOMA Office Area Square Foot (ABOA), plus accrued escalations per Paragraph 3.4, "Operating Costs"

*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$254,932.00 or \$46.00 per ANSI/BOMA Office Area Square Foot, which is included 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.

If the Government spends more than the allowance identified for each respective floor above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease."

Lessor



& Government



D. Invoicing for lump-sum payment:

Upon completion of the work, the Lessor shall notify the contracting officer to arrange for an inspection. After inspection and acceptance of the work by the Government, a properly executed invoice shall be submitted at: <http://www.finance.gsa.gov> – or – a properly executed original invoice shall be forwarded to:

General Services Administration
Greater Southwest Region (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

If invoicing either electronically or by mail, a copy of the invoice must also be mailed to the Contracting Officer at:

GSA, Public Buildings Service
Real Estate Acquisition Division
20 North Eighth Street, 8th Floor
Philadelphia, PA 19107-3191
Attn: Steve McCombs

For an invoice to be considered proper, it must:

- ◆ Be received after the execution of this SLA,
- ◆ Reference the Pegasys Document Number (PDN) specified on this form,
- ◆ Include a unique, vendor-supplied, invoice number,
- ◆ Indicate the exact payment amount requested, and
- ◆ Specify the payee's name and address. The payee's name and address must EXACTLY match the Legal Business Name or DBA associated with it in Central Contractor Registration (CCR) for the DUNS included above.

Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

