

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 4 Page 1 of 2 TO LEASE NO. GS-03E-09484	DATE 10/11/11
ADDRESS OF PREMISE 94 Adena Drive Suite A Mt. Carbon, WV 25139-0141		
<p>THIS AGREEMENT, made and entered into this date by and between Hurley Construction Inc.</p> <p>whose address is 94 Adena Drive Suite B Mount Carbon, WV 25139-0141</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 correct the address of premise, correct the address of Lessor, correct the address of Payee, establish the square footage, establish the Lease term and establish the 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 28, 2011</u>, as follows:</p> <p>A. The ADDRESS OF PREMISE is hereby amended as reflected on this Supplemental Lease Agreement to 94 Adena Drive, Suite A, Mt. Carbon, WV 25139-0141.</p> <p>B. The Lessor address is hereby amended as reflected on this Supplemental Lease Agreement to 94 Adena Drive, Suite B, Mt. Carbon WV 25139-0141.</p> <p>C. Paragraph 1 of Standard Form 2 of the Lease is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof the following: "1. The Lessor hereby leases to the Government the following described premises: A total of 5,330 Rentable Square Feet (RSF) which yields 4,921 ANSI/BOA Office Area (ABOA) Square Feet of office and related space at 94 Adena Drive, Suite A, Mt. Carbon, WV 25139-0141, together with 50 surface and 19 structured parking spaces for GOVs only to be used for such purposes as determined by the General Services Administration."</p> <p>D. Paragraph 2 of Standard Form 2 of the Lease is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof the following: "2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 28, 2011 through September 27, 2021, subject to termination and renewal rights as may be hereinafter set forth."</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
LESSOR: Hurley Construction Inc. BY _____ IN THE _____ _____ (Signature)	President _____ Title) 94 Adena Dr Mt Carbon WV _____ (Address) 25139	
UNITED STATES OF AMERICA BY _____	Services Administration, PBS Contracting Officer (Official Title)	

SUPPLEMENTAL LEASE AGREEMENT

No. 4

Page 2 of 2

TO LEASE NO.
GS-03B-09484

E. Paragraph 3 of Standard Form 2 of the Lease is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof the following:

"3. The Government shall pay the Lessor annual rent of \$177,198.24 at the rate of \$14,766.52 per month in arrears. Rent for a lesser period shall be prorated. Payment shall be made electronically and shall be made payable to:

Mark Hurley
94 Adena Drive
Suite B
Mount Carbon, WV 25139-0141"

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

"Years 1 through 5:

Total Annual Rent of \$177,198.24 breaks down as follows:

Shell Rent: \$88,476.23 per year

Amortized Cost of Tenant Improvements: \$50,879.52 per year

Interest Rate at which Tenant Alterations are amortized: 6.5 %

Annual Cost of Services: \$37,842.49 per year, plus accrued escalations per paragraph 4.3 "Operating Costs".

Years 6 through 10:

Total Annual Rent of \$126,318.72 breaks down as follows:

Shell Rent: \$88,476.23 per year

Annual Cost of Services: \$37,842.49 per year, plus accrued escalations per paragraph 4.3 "Operating Costs."

Initials:

MCH
Lessor

&

[Signature]
Gov't