

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDING SERVICES

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT

No. 1  
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DATE

6/23/11

TO LEASE NO.

GS-03B-09604

ADDRESS OF PREMISE

Meridian Commons  
14 Compass Pointe  
Martinsburg, WV 25404-5422

THIS AGREEMENT, made and entered into this date by and between

**Meridian North Partners LLC.**

whose address is 55 Meridian Parkway  
Suite 101  
Martinsburg, WV 25404-5422

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 incorporate 148 rentable square feet of expansion space into the lease and to incorporate the Design Intent Drawing into the lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

A. Paragraph 1 of Standard Form 2 of the lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

"1. The lessor hereby leases to the Government the following described premises:  
6,148 Rentable Square Feet yielding approximately 5,704 ANSI/BOMA Office Area square feet of office and related space located on the first floor of Meridian Commons, 14 Compass Pointe, Martinsburg, WV 25404-6303 together with 40 surface parking spaces to be used for such purposes as may be determined by the U.S. General Services Administration."

B. Paragraph 10 of the Rider to the lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

"10. The total percentage of space occupied by the Government under the terms of the lease is equal to 58.55 percent (%) 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 6,148 rentable square feet by the total building space of 10,500 rentable square feet."

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties have subscribed their names as of the above date.

LESSOR: Meridian North Partners LLC.

BY \_\_\_\_\_  
(Signature)

*Member*  
\_\_\_\_\_  
(Title)

IN THE PRESENCE OF  
\_\_\_\_\_  
\_\_\_\_\_

*55 Meridian Pkwy Mtbg WV*  
\_\_\_\_\_  
(Address)

UNITED STATES OF AMERICA General Services Administration, PBS

BY \_\_\_\_\_

\_\_\_\_\_  
Contracting Officer  
(Official Title)

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C. Paragraph 13 of the Rider to the lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

"13. 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 working 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, with the Government having sole termination rights effective anytime after the fifth (5<sup>th</sup>) full year of occupancy. 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:

**Years 1 through 5:**

The total annual rent of \$183,250.16 breaks down as follows\*:

**Shell Rent:** \$115,275.00 per year of \$18.75 per Rentable Square Foot

**Amortized annual cost for Tenant Improvement Allowance\*:** \$45,534.96 per year

**Interest Rate** at which Tenant Alterations are amortized: 6.5%

**Annual Cost of Services:** \$22,440.20 per year of \$3.65 per Rentable Square Foot, plus accrued escalations per Paragraph 4.3, "Operating Costs"

**Years 6 through 10:**

The total annual rent of \$137,715.20 breaks down as follows\*:

**Shell Rent:** \$115,275.00 per year or \$18.75 per Rentable Square Foot

**Annual Cost of Services:** \$22,440.20 per year or \$3.65 per Rentable Square Foot, plus accrued escalations per Paragraph 4.3 "Operating Costs"

\* The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$193,936.00 or \$34.00 per ANSI/BOMA Office Area Square Foot, which is included in the rent, using the 6.5% amortization rate over the firm term of 5 years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 6.5% amortization rate.

Initials:   JB   &   JB    
Lessor                      Gov't

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If the Government spends more than the allowance identified 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.”

D. The Government's approved Design Intent Drawing is hereby attached to and made part of this lease agreement.

Initials: TB & GP  
Lessor Govt