

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1	DATE AUG 18 2011
	TO LEASE NO. GS-03B-11333	
ADDRESS OF PREMISE Laconia Building 1144 Market Street, Suite 102 Wheeling, WV 26003-2941		

THIS AGREEMENT, made and entered into this date by and between JUSTUS INC.

whose address is 1144 MARKET ST STE 305
WHEELING, WV 26003-2941

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease by incorporating the revised "Green Lease Submittals" and "Energy Efficiency and Conservation" paragraphs per the Energy Independence and Security Act of 2007 (EISA).

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective May 1, 2011, as follows:

A. SFO Paragraph 3.7, **GREEN LEASE SUBMITTALS (AUG 2008)**, is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof the following:

"3.7 GREEN LEASE SUBMITTALS (SEP 2010)

A. NO LATER THAN THE DUE DATE FOR FINAL PROPOSAL REVISIONS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:

1. If this SFO requires a LEED® Certification, the name of the proposed LEED® Accredited Professional (AP) team member and qualifications document for integrative design practice.
2. Proof of the Energy Star label from EPA for the most recent year. For new construction, a Statement of Projected Energy Performance reflecting an Energy Star benchmark score of 75 or higher. Refer to "Energy Efficiency and Conservation" in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO.

This Supplemental Lease Agreement contains 4 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: JUSTUS INC.

BY 

(Signature)

Jack R. Felton, Principal

IN THE PRESENCE OF


1144 Market St Ste 305
Wheeling WV 26003

(Address)

UNITED STATES OF AMERICA, GSA, PBS, REAL ESTATE ACQUISITION DIVISION

BY 

Contracting Officer
(Official Title)

Initials: JX & J&J
Lessor & Government

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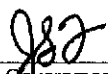
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3. If the offered building will not have an Energy Star label in accordance with one of the statutory exceptions listed in the "Energy Efficiency and Conservation" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO, a written statement addressing which energy efficiency and conservation improvements can be made to the building must be submitted. If no improvements can be made, the offeror must demonstrate to the Government using the Energy Star Online Tools in the SFO paragraph, entitled "ENERGY EFFICIENCY AND CONSERVATION," why no energy efficiency and conservation improvements are cost effective. This explanation will be subject to review by the contracting officer. If the explanation is considered unreasonable, the offer may be considered technically unacceptable.

B. AFTER AWARD, THE LESSOR SHALL SUBMIT TO THE CONTRACTING OFFICER:

1. Product Data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased space. This information must be submitted NO LATER THAN the submission of the Design Intent Drawings for the leased space, as outlined in the "Construction Schedule and Acceptance of Tenant Improvements" paragraph of the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.
2. Material Safety Data Sheets (MSDS) or other appropriate documents upon request for products listed in the Indoor Air Quality During Construction paragraph.
3. Reuse Plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.
4. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Recycled Content Products" paragraph in the ARCHITECTURAL FINISHES section of the SFO.
5. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section of the SFO.
6. Construction Waste Management Plan:
Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the contracting officer, may permit alternative means of disposal.
7. Building Recycling Service Plan:
A building recycling service plan with floor plans annotating recycling area(s) as part of Design Intent Drawings to be reflected on the Construction Drawing submission.
8. A signed statement provided to the contracting officer, completed by the Lessor for the leased space, explaining how all HVAC systems serving the leased space will achieve the desired ventilation of the space during the flush-out period called for in the "Indoor Air Quality During Construction" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.
9. In accordance with the incorporation of commissioning requirements called for in the "Mechanical, Electrical, Plumbing: General" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO, a written commissioning plan submitted to the contracting officer prior to the completion of Design Intent Drawings that includes:
 - a. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the contracting officer immediately); and
 - b. A description of how commissioning requirements will be met and confirmed.
10. If renewable source power is purchased, documentation within 9 months of occupancy."

- B. SFO Paragraph 8.3, **ENERGY COST SAVINGS (AUG 2008)**, is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof the following:

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"8.3 ENERGY EFFICIENCY AND CONSERVATION (SEP 2010)

- A. Existing buildings must have earned the Energy Star label in the most recent year or will have obtained it prior to lease award, unless the offered space meets one of the statutory exceptions listed below. All new construction shall achieve an Energy Star label within 18 months after occupancy by the Government. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable. ENERGY STAR tools and resources can be found at the WWW.ENERGYSTAR.GOV Web site. The term "most recent year" means that the date of award of the Energy Star label by EPA must not be more than 1 year prior to the lease award date. For example, an Energy Star label awarded by EPA on October 1, 2010 is valid for all lease awards made on or before September 30, 2011.
- B. To earn the Energy Star label, a building owner or representative must follow the instructions on the Energy Star Web site at [HTTP://WWW.ENERGYSTAR.GOV/ESLABEL](http://WWW.ENERGYSTAR.GOV/ESLABEL).
- C. EXCEPTIONS. The Energy Independence and Security Act of 2007 (EISA) allows a Federal agency to lease space in a building that does not have an Energy Star label if:
1. No space is offered in a building with an Energy Star label in the delineated area that meets the functional requirements of an agency, including location needs;
 2. The agency will remain in a building they currently occupy;
 3. The lease will be in a building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places; or
 4. The lease is for 10,000 rentable square feet or less.
- D. REQUIREMENTS FOR ALL BUILDINGS EXCEPTED FROM AN ENERGY STAR LABEL.
1. If an Energy Star label building is not offered or an exception is met in accordance with subparagraph "C" above, the successful Offeror must, nevertheless, agree to renovate the space for all energy efficiency and conservation improvements that would be cost effective over the firm term of the lease.
 2. Such improvements may consist of, but are not limited to, the following:
 - a. Heating, Ventilating, and Air Conditioning (HVAC).
 - b. Lighting Improvements.
 - c. Building Envelope Modifications.

Additional information can be found on WWW.GSA.GOV/LEASING under "Green Leasing."
 3. The term "cost effective" means an improvement that will result in substantial operational cost savings to the landlord by reducing electricity or fossil fuel consumption, water, or other utility costs. The term "operational cost savings" means a reduction in operational costs to the landlord through the application of building improvements that achieve cost savings over the firm term of the lease sufficient to pay the incremental additional costs of making the building improvements.
 4. If the offered space meets one of the statutory exceptions identified above, but the successful Offeror obtains the Energy Star label prior to occupancy (or no later than one (1) year after signing the lease for succeeding and superseding leases), the lessor is not required to renovate such space for the energy efficiency and conservation improvements that may have been agreed to in the lease.
- E. IMPROVEMENTS SCHEDULE. All improvements must be accomplished according to the following schedule:
1. With the exception of succeeding or superseding leases, the improvements must be completed **prior to occupancy**.
 2. For succeeding and superseding leases, the improvements must be completed **no later than one (1) year after signing the lease**.
- F. ENERGY STAR ONLINE TOOLS. To earn the ENERGY STAR label, a building owner or representative must follow the instructions on the Energy Star Web site at [HTTP://WWW.ENERGYSTAR.GOV/ESLABEL](http://WWW.ENERGYSTAR.GOV/ESLABEL). The ENERGY STAR® Building Upgrade Manual and Building Upgrade Value Calculator are tools which can be helpful in considering energy efficiency and conservation improvements to buildings.
1. ENERGY STAR® BUILDING UPGRADE MANUAL. This manual provides information on planning and implementing profitable energy saving building upgrades. The ENERGY STAR® Building Upgrade Manual is available at: <http://www.energystar.gov/bldgmanual>.

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2. **BUILDING UPGRADE VALUE CALCULATOR.** The Building Upgrade Value Calculator, developed by the U.S. Environmental Protection Agency (EPA), is a product of the partnership between Energy Star, BOMA International, and the BOMA Foundation. This calculator was developed as part of BOMA's Energy Efficiency Program (BEEP), a series of courses designed to help commercial real estate practitioners improve their buildings' energy efficiency performance. The calculator tool was developed to help property professionals assess the financial value of investments in a property's energy performance. The Building Upgrade Value Calculator estimates the financial impact of proposed investments in energy efficiency in office properties. The calculations are based on data input by the user, representing scenarios and conditions present at their properties. The Building Upgrade Value Calculator is available on the Energy Star Web site at [HTTP://WWW.ENERGYSTAR.GOV/FINANCIALEVALUATION](http://www.energystar.gov/financialevaluation).
- G. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform Energy Savings Performance Contracts (ESPC), as well as additional information on cost effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the www.eere.energy.gov/femp Web site, or call the Federal Energy Management Program (FEMP) Help Desk at 1-877-337-3463.
- H. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable.
- I. The Offeror is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources."

Initials: JK & JLJ
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