

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-03P-LWV12124
ADDRESS OF PREMISES Research Ridge 3596 Collins Ferry Road Morgantown, West Virginia 26505-2374	PDN Number: PS0033055

THIS AMENDMENT is made and entered into between

Whitman Augusta Morgantown, Inc

whose address is: 3606 Collins Ferry Road, Suite 105
Morgantown, West Virginia 26505-2363

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 issue Notice to Proceed (NTP) for Change Orders # 1-4 and clarify the total Tenant Improvement cost.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

A. This Lease Amendment (LA) formally and officially issues Notice to Proceed (NTP) in the amount of \$31,550.38 for Change Orders # 1-4 (Exhibit A).

Lease Amendment #1 issued NTP for the initial Tenant Improvement amount of \$395,368.36
Lease Amendment #2 issues NTP for Change Orders # 1-4 in the amount of \$31,550.38, for a revised total Tenant Improvement amount of \$426,918.74.

The new total Tenant Improvement Cost via Lease Amendment #2 is \$426,918.74.

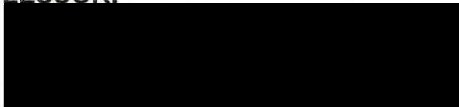
This Lease Amendment contains 10 pages.

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 below:

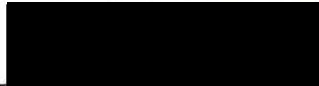
FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: 
Name: Patrick U.S. C. Sposito
Title: President
Entity Name: Whitman Augusta Morgantown LLC
Date: 10/11/15

Signature: 
Name: 
Title: 
Date: 10-6-15

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Hugh J. [unclear]
Title: VP
Date: 10/21/2015

The Lessor shall provide, install and maintain the total Tenant Improvement amount representing the following: (1) Tenant Improvements of \$426,918.74, to be paid as follows, \$230,100.00, comprised of the initial Tenant Improvement amount, amortized in the rent at an interest rate of three point two five (3.25%) percent, over the full lease term of ten (10) years, (2) and the balance of \$196,818.74, \$165,268.36, via Lease Amendment #1 (PDN# PS0032030), and \$31,550.38, via Lease Amendment #2 (PDN # PS0033055), incorporating Change Orders #1-4, \$31,550.38, to be paid via a one-time lump sum payment.

All lump sum payments shall be paid upon inspection and acceptance by the Government of the said alterations.

Tenant Improvement Total via LA #1 effective on 6/16/15 (Tenant Improvement Construction NTP)	\$395,368.36
Change Order 1 - Carpet Upgrades	██████████
Change Order 2 - New Manager's Office Window Changes	██████████
Change Order 3 - Interviewing Area Wall Changes	██████████
Change Order 4 - HVAC System Modifications	██████████
<u>Total Tenant Improvement Cost</u>	<u>\$426,918.74</u>

B. The Lessor shall furnish all labor, materials, tools, equipment, services, and associated work to provide, install, complete and maintain said work, to be completed within thirty (30) calendar days of the Government's execution of this Lease Amendment.

C. All work to be performed must comply with local, state and federal regulations. All work for this project shall be performed according to the "General Conditions for Lease Alterations" (Exhibit B), a copy of which is hereby attached and made apart of this Lease.

D. The Lessor hereby waives restoration as a result of all improvements.

E. Upon completion of the work, the Lessor shall contact the Lease Contracting Officer for an inspection. After inspection and acceptance of the work by the Government, a properly executed original invoice in the amount of **\$31,550.38** shall be submitted at:

<http://www.finance.gsa.gov>

- OR -

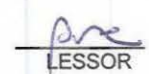
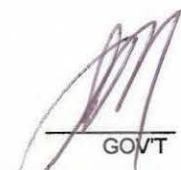
A properly executed original invoice shall be forwarded to:

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 Lease Contracting Officer at:

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

INITIALS:


 LESSOR & 
 GOVT

For an invoice to be considered proper, it must:

- ◆ Be received after the execution of this LA,
- ◆ Reference the Pegasys Document Number (PDN: PS0033055) 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 in the amount of **\$31,550.38** shall be due within **thirty (30) calendar days** after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

All other terms and conditions of the lease shall remain in force and effect.

INITIALS:

LESSOR

&

GOVT