

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 1	DATE 7/12/2011
	TO LEASE NO. GS-03B-09392	PDN: PS0019033

ADDRESS OF PREMISE Meridian Commons
40 Compass Pointe, Building 3
Martinsburg, West Virginia 25404-6307

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 **establish the lease term and annual rent, and to accept the Tenant Improvement Build Out Costs and establish the lump sum payment amount.**

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective May 25, 2011 as follows:

A. Paragraphs 2, 3 and 4 of Standard Form 2 of the Lease are hereby amended by deleting the existing text in their entirety and substituting in lieu thereof the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 25, 2011 through May 24, 2021, subject to termination and renewal rights as may hereinafter be set forth."

"3. The Government shall pay the Lessor annual rent of \$191,910.50 (Annual shell rent: \$112,497.35; Annual operating cost base: \$21,885.15 plus accrued escalations; Annual amortized tenant improvements: \$57,528.00) at the rate of \$15,992.54 per month in arrears, for years 1 through 5.

The Government shall pay the Lessor annual rent of \$134,382.50 (Annual shell rent: \$112,497.35; Annual operating cost base: \$21,885.15 plus accrued escalations; Annual amortized tenant improvements: \$0.00) at the rate of \$11,198.54 per month in arrears, for years 6 through 10.

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IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Meridian North Partners, LLC

BY [Signature]
(Signature)

Member
(Title)

IN THE PRESENCE OF
[Signature]
(Signature)

59 Meridian Pkwy
(Address) Mt. BE. WV.

UNITED STATES OF AMERICA, Public Building Services, Real Estate Acquisition Division

BY [Signature]
(Signature)

Contracting Officer
(Official Title)

Rent for a lesser period shall be prorated. Rent checks should be made payable to:
Meridian North Partners, LLC
55 Meridian Parkway, Ste 101
Martinsburg, WV 25404-5422"

"4. The Government may terminate this lease in whole or in part at any time after May 25, 2016 by giving at least ninety (90) calendar days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

B. Paragraph 12 of the Rider to the Lease is hereby amended by deleting the existing text in its entirety and substituting in lieu thereof:

Rental shall be paid in accordance with clauses 23 and 24 of the General Clauses, GSA Form 3517, entitled "Prompt Payment" and "Electronic Funds Transfer Payment," based on the following schedule:

Years 1-5: May 25, 2011 through May 24, 2016:

Annual Shell:	\$112,497.35	(\$20.51 per BOAF)
Annual Cost of Services*:	\$ 21,885.15	(\$3.99 per BOAF)
Amortized annual cost for TI Allowance:	<u>\$ 57,528.00</u>	
Gross Annual Rental Rate**:	\$191,910.50	

Years 6-10: May 25, 2016 through May 24, 2021:

Annual Shell:	\$112,497.35	(\$20.51 per BOAF)
Annual Cost of Services*:	\$ 21,885.15	(\$3.99 per BOAF)
Gross Annual Rental**:	\$134,382.50	

*Annual Cost of Services is adjusted each year in accordance with Paragraph 3.5 of the Solicitation For Offers (SFO) entitled 'OPERATING COSTS (JUNE 1985).'

**Gross Annual Rental will change each year on the anniversary date of the lease as a result of the Cost of Services adjustment."

The parties agree that the actual amount of tenant improvements (TI) spent for construction was \$263,695.14. The cost of the construction and installation of the tenant improvements to the leased premises above the base building shell includes the following: the cost of all alterations outlined in the design intent drawings and construction drawings for the interior office space, the preparation of the construction drawings, all approved Change Orders, and construction administration. Of that amount, \$245,150.00 will be amortized over the 5-year firm term period of the lease contract at an interest rate of 6.5%. The tenant improvement allowance will be fully paid at completion of Year 5 of the lease and shall be eliminated from the Gross Annual Rental for Years 6 through 10 of the lease.

The remaining balance of \$18,680.14 shall be paid to the Lessor in adherence to the stipulations outlined in Paragraph D below.

- C. Paragraph 13 of the Rider to the Lease is hereby deleted in its entirety.
- D. 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 original invoice shall be forwarded to:

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

A copy of the invoice must also be faxed to Joseph Beck, Contracting Officer, at (215) 446-6193.

For an invoice to be considered proper, it must:

- (1) Be received after the execution of this SLA,
- (2) Reference the Pegasys Document Number (PDN) specified on this form,
- (3) Include a unique, vendor-supplied, invoice number,
- (4) Indicate the exact payment amount requested,
- (5) 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.

The Government shall reimburse the Lessor in a lump sum payment in the amount of \$18,680.14, upon receipt of an original invoice. 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.

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