

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICES

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
1

DATE

3/17/10

TO LEASE NO.

GS-03B-09349

PDN No.

PS0016417

ADDRESS OF PREMISE North Mall Plaza - E. Building
796 N. Foxcroft Ave.
Martinsburg, WV 25401-1838

THIS AGREEMENT, made and entered into this date by and between Preferred Development, LLC
whose address is 702 N. Foxcroft Ave, Suite 202
Martinsburg, WV 25401-1838

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 annual rent, issue notice to proceed on tenant improvements and establish lump-sum payment.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, Effective, December 15, 2009 as follows:

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

"The Government shall pay the Lessor an annual rent of:

Years 1 - 5: \$39,812.50 annually, broken out as follows;

Shell Rent - \$23,125.00

Operating Cost - \$6,237.50 base cost of service

TI amortized - \$10,450.00

Years 6 - 10: \$34,637.50 annually, broken out as follows; plus accrued escalations per Paragraph 3.5, Operating Costs

Shell Rent - \$28,400.00

Operating Cost - \$6,237.50 (accrued escalations per Paragraph 3.5, base cost of service was established in year 1)

The total cost of Tenant Improvements (TI) is \$67,191.96 of which \$24,241.96 will be paid lump sum;
\$42,950.00 will be amortized at the rate of 8.0 % over the first five years of the lease.

Rent for a lessor period shall be prorated. Rent shall be made payable to Preferred Development, LLC, 702 N. Foxcroft Ave., Martinsburg, WV, 25401-1838.

This SLA contains two (2) page.

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: Preferred Development, LLC

BY

(Signature)

IN THE PRESENCE OF

(Signature)

Managing member

(Title)

702 Foxcroft Ave, Martinsburg, WV
25401

(Address)

UNITED STATES OF AMERICA, GSA, PBS, ALLEGHENY SERVICE CENTER

BY

(Signature)

Contracting Officer

(Official Title)

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- C. Upon completion of the work, lessor shall notify the Contracting Office to arrange for an inspection. After inspection and acceptance of such work by the Government, an advanced faxed copy of the invoice for the lump sum amount must be sent to GSA at 215-446-6196 for review and approval. Upon approval by the Contracting Officer, the Lessor must submit the invoice directly to the GSA Finance Office and the Contracting Officer at the following address's:

Brice King
Contracting Officer
Strawbridge's Building - 8th Floor
20 North 8th Street
Philadelphia, PA, 19107

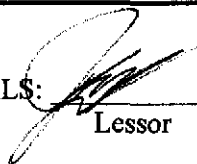
GSA, Greater Southwest Region (7BCP)
P.O. Box 17181
Fort Worth, Texas 76102-0181.

A proper invoice must reference the following:

- Invoice date
- Name of Lessor as shown on the Lease
- Lease Contract Number, Supplemental Lease Agreement (SLA) Number, PDN Number
- Cost and Description of Work Completed

This SLA contains two (2) page.

INITIALS:


Lessor

&


Government