

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT

DATE

NO. 18

11/5/93

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS-03B-06460

ADDRESS OF PREMISES

200 Third Street
Parkersburg, WV 26101

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

Leased Housing Developers
whose address is 201 East Fourth Street, Suite 1700
Cincinnati, OH 45202

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 exercise the 2-5 year renewal options per Supplemental Lease Agreement (SLA) No. 16

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

1. In accordance with SLA No. 16, the Government hereby agrees to exercise both five (5) year renewal options provided by paragraph 5 of the Standard Form 2; thereby providing a firm term lease through October 20, 2004, at an annual rental of \$1,573,646.04, plus Tax and Operating Cost Escalation Adjustments. The aforementioned annual rental shall not become effective until October 21, 1994, and shall continue through October 20, 2004, subject to adjustments.
2. Paragraph 2 of the Standard Form 2 is hereby deleted in its entirety and the following is inserted in lieu thereof:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on October 21, 1974, through October 20, 2004."

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 Leased Housing Developers

BY _____

201 E. 4th Street, Suite 1700
Cincinnati, Ohio 45202
(Address)

UNITED STATES OF AMERICA - GSA Real Estate Division, Allegheny Branch

11/5/93

Contracting Officer

(Official Title)

INITIALS: _____

GSA FORM 276 (REV. 7-87)

Lessor

Government

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- (b) The lessor also agrees that, if during the term of the lease, the Government requires the freight elevator (E42343) to be converted to a passenger/freight elevator, this work will be accomplished through a separate SLA in accordance with the scope of work incorporated into SLA No. 16. Also, the Government will only reimburse the lessor \$85,248 plus any CPI escalation if the Government requires this work to be done. The amount of the CPI adjustment will be determined by multiplying the cost of the project by the percent change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for November 1992 to the most recent index figure published at the time the project is authorized. The Cost of Living Index shall be measured by the U.S. Department of Labor Revised Consumer Price Index for Wage Earners and Clerical Workers, U.S. City Average, all items figure (1982-84=100) published by the Bureau of Labor Statistics.
- (c) In addition, the lessor agrees that if the Government requires the freight elevator to be automated through the remaining term of the lease, the lessor will perform this work.

Based upon approved specifications, which the lessor will submit to the Government for automating the freight elevator, a price will be negotiated. A separate SLA will be issued to reflect the agreed upon price. All other terms and conditions of SLA No. 16 for the conversion of the freight elevator and installing and modernizing the passenger elevators shall remain the same for automating the freight elevator.

6. The following is made a part of this SLA:
Letter of October 22, 1992, from James M. McCutcheon,
Leased Housing Developers.
This SLA consists of 5 pages.

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 18
TO LEASE NO.
GS- 03B-06460

DATE
9/30/92

ADDRESS OF PREMISES
200 Third Street
Parkersburg, WV

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

Leased Housing Developers Company
whose address is 201 East Fourth Street, Suite 1700
Cincinnati, OH 45202

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

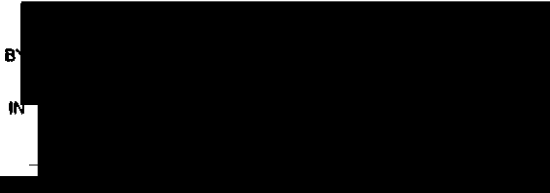

WHEREAS, the parties hereto desire to amend the above Lease. To provide energy efficient lighting

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon receipt of notice . . . as follows:
to proceed

1. Lessor shall furnish all labor, materials, tools, equipment, services, and associated work to perform tasks 1-7 as enumerated in this agreement and in accordance with the scope of work and floor plans for the amount of \$746,825.00, as stated in lessors cost proposal dated September 25, 1992.
2. Project shall be completed within 180 days.
3. Monthly the lessor shall be entitled to reimbursement for cost of all work completed less ten (10) percent of the amount requisitioned.

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 Leased Housing Developers Company

BY  _____
IN  _____

al Estate Division, Allegheny Branch

Contracting Officer
(Official Title)

Supplemental Lease Agreement No. 18
to Lease GS-03B-06460
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4. Prior to the end of each calendar month, lessor shall notify Wanda Taylor or her successor, on (215) 656-5943 to arrange for an inspection of the work completed during the period covered by such requisition. Inspection notices to be given by lessor at least one week in advance of scheduled inspection date. After inspection and acceptance of such work by the Government, an invoice duly executed by lessor for the cost of the work completed during such period, less a retainage of ten (10) percent, shall be forwarded to the:

General Services Administration
Real Estate Division
Allegheny Branch, (3PEYGP)
The Wanamaker Building, Room 639
100 Penn Square East
Philadelphia, PA 19107-3396

The invoice must reference the lease and the Supplemental Lease Agreement Number and it must clearly describe the work completed and the amount billed. Payment will become due within 30 days of acceptance of the work by the Government and receipt of a properly executed invoice.

5. The retainage of ten (10) percent will be retained until after completion of the work, Government inspection and acceptance of work, and presentation by the lessor of a final invoice duly executed by it.

6. Excluding Real Property installed, it is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove same if so desired. In the event such are not removed by the Government at the end of this lease term or any extension thereof, title shall rest on the lessor and all right or restoration waived.

7. The Lessor is responsible for disposal of hazardous materials, including but not limited to PCB containing ballasts, in accordance with Federal, State, and Local codes governing their removal.

8. The following clauses entitled General Conditions for Lease Alterations, are hereby added to this lease.

9. This Supplement consists of 12 pages, ^{excluding} ~~including~~ floor plans. *LAH*

INITIALS:

LAH

Lessor

[Signature]
Government