

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No.1 Page 1 of 3	DATE <i>June 30, 2016</i>
	TO LEASE NO. GS-03B-09316	

ADDRESS OF PREMISE 1250 Edwin Miller Boulevard Martinsburg, WV 25404-3753	Pegasys Document Number (PDN) PS0016987
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THIS AGREEMENT, made and entered into this date by and between
Rental Properties Inc.

whose address is 222 Langston Boulevard
Martinsburg, WV 25404-6598

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 on the tenant improvements, a portion to be amortized in the rent and also a portion to be paid lump sum, to provide invoicing directions for the work to be paid lump sum, to change the lessor's address, to change the address of premise, and change the rental rates.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 18, 2009 as follows:

- A. This SLA serves as a Notice to Proceed (NTP) for the Tenant Improvements (TI) build out in the amount of \$284,637.34.

The summary of Tenant Improvement costs to date is \$284,637.34, of which \$148,424.24 will be amortized over one hundred twenty (120) months at an interest rate of seven percent (7%), and \$136,213.10 shall be paid to the Lessor via a one time lump sum payment from the Government, upon acceptance of the space by the Government.

- B. Due to a change in the Lessor's Address as stated in the Lease, the Lessor's Address is hereby amended by deleting the existing text in its entirety and by inserting the following in lieu thereof:

"222 Langston Boulevard
Martinsburg, WV 25404-6598"

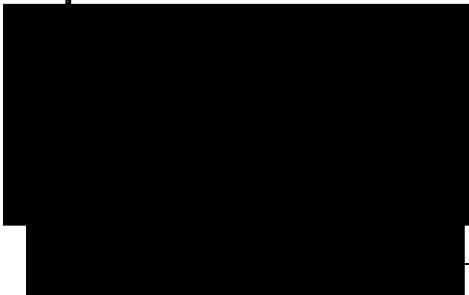
- C. Paragraph 1 of the Standard Form 2 of the Lease is hereby amended by deleting the existing text in its entirety and by inserting the following in lieu thereof:

"The Lessor hereby leases to the Government the following described premises:

A total of 3,510 rentable square feet (RSF) of office and related space, which yields 3,322 ANSI/BOMA Office Area square feet (ABOA) of space in the Edwin Miller Professional Center, 1250 Edwin Miller Boulevard, Martinsburg, WV 25401-3753.

Included in the rent at no additional cost to the Government are 4 parking spaces for the Government with 2 more spaces being made available over the term of the lease."

all remain in force and effect.
Signed their names as of the above date.



President

(Title)

*222 Langston Blvd
Martinsburg WV 25404*

(Address)

UNITED STATES OF AMERICA General Services Administration, PBS



Contracting Officer
(Official Title)

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

"The Government shall pay the Lessor annual rent of SEE LEASE RIDER PARAGRAPH 12 at the rate of SEE LEASE RIDER PARAGRAPH 12. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Rental Properties Inc.
222 Langston Boulevard
Martinsburg, WV 25404-6598"

- E. Paragraph 12 of the Rider to the Lease is hereby amended by deleting the existing text in its entirety and by inserting the following in lieu thereof:

"12. Lessor shall complete the building shell as defined in the lease and complete all alterations, improvements, and repairs required by this lease, and deliver the leased premises ready for occupancy 90 days after the Contracting Officer gives notice to proceed. When Lessor has completed all such alterations, improvements, and repairs, Lessor shall promptly notify the Contracting Officer, who shall promptly cause the same to be inspected.

Upon the date of completion of such alterations, improvements, and repairs and inspection and acceptance by the Government, the term of this lease shall commence and shall continue for 15 consecutive calendar years. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.

Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 3.7 of the lease, "ANSI/BOMA Office Area Square Feet" and Paragraph 26 General Clauses, GSA Form 3517, "Payment" at the rate of:

Years 1 through 10:

Shell Rent: \$63,329.56 per year.

Amortized annual cost per ABOA for Tenant Alteration Allowance*: \$20,679.96 per year

Interest rate at which Tenant Alterations are amortized: 7%

Annual Cost of Services: \$22,523.16 per year plus accrued escalations per Paragraph 3.4 "Operating Costs"

Years 11 through 15:

Shell Rent: \$57,177.90 per year.

Amortized annual cost per ABOA for Tenant Alteration Allowance: N/A

Annual Cost of Services: \$22,523.16 per year plus accrued escalations per Paragraph 3.4 "Operating Costs"

Initials:

RA & SAM
Lessor Gov't

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"The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$148,424.24 or \$44.68 per ANSI/BOMA Office Area Square Foot, which is included in the rent, using the 7% amortization rate over the firm term of 10 years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 7% amortization rate.

If the Government spends more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease."

- F. After inspection and acceptance of work by the Government, a properly executed original invoice in the amount of \$136,213.10 shall be forwarded to:

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

A copy of the invoice must also be mailed to:

GSA, Public Buildings Service
South Branch, Charleston Section (3PRSC)
Attn: Steven McCombs, Contracting Officer
20 North 8th Street, 8th Floor
Philadelphia, PA 19107-3191

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, and
5. Specify the payee's name and address.

Payment will 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.

- G. Paragraph 14 of the lease Rider is hereby deleted in its entirety.

Initials:


Lessor

& 
Gov't