| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT | | SUPPLEMENTAL | DATE |
|--|--|----------------------------|-----------------------------|
| | | AGREEMENT | 5/24/10 |
| | | TO LEASE NO. | |
| | | GS-03B-09386 | |
| ADDRESS OF PREMISE Eastpointe Bus 105 Platinum | iness Park, Building A | ACT Number | : |
| Bridgeport, W | V26330-2004 | PDN PS0017342 | |
| THIS AGREEMENT, made and entered into this date by and between | | | |
| | sing, LLC nt Place, Suite 1201 WV 26501-5964 | | |
| 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 commence rent | | | |
| NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>April 27, 2010</u> , as follows: | | | |
| A. Paragraph 2 of Standard Form 2 of the Lease is hereby amended to include the following: | | | |
| TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on April 27, 2010 through April 26, 2020 subject to termination rights herein the lease. | | | |
| B. Paragraph 3 of Standard Form 2 of the Lease is hereby following in lieu thereof: amended by deleting the existing text in its entirety and inserting the following: | | | |
| 3. "The Government shall pay the Lessor an annual rent of: Years 1 – 5: \$265,312.11 annually, broken out as follows; Shell Rent - \$141,298.40 Operating Cost - \$50,953.28 base cost of service Ti amortized - \$73,060.43 | | | |
| Years 6 - 10: \$192,251.68 annually, broken out as follows; plus accrued escalations per Paragraph 3.5,0perating Costs Shell Rent - \$141,298.40 | | | |
| Operating Cost - \$50,953.28 (accrued escalations per Paragraph 3.5, base cost of service was established in year 1.) | | | |
| The total cost of Tenant Improvements (TI) is \$320,296.15 of which \$10,982.18 will be paid lump sum; \$309,313.97 will be amortized at the rate of 6.75 % over the first five years of the lease. | | | |
| Rent for a lessor period shall be prorated. Rent shall be made payable to Platinum Leasing, LLC, Two Waterfront Place, Suite 1201, Morgantown, WV 26501-5964." | | | |
| 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. | | | |
| A | | | |
| Y Nangon (IV) em ber | | | |
| | | Two Westerton Morganton | Address) 26501 |
| | | | |
| BY | | Contracting | Officer (Official Title) |