

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 5 Page 1 of 2	DATE AUG 16 2012
	TO LEASE NO. GS-03B-09604	

ADDRESS OF PREMISE Meridian Commons 14 Compass Pointe Martinsburg, WV 25404-6303

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 square footage, establish the lease term, and establish the annual rent**

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **August 7, 2012**, as follows:

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

"1. The lessor hereby leases to the Government the following described premises:
6,148 Rentable Square Feet yielding 5,704 ANSI/BOMA Office Area square feet of office and related space located on the first floor of Meridian Commons I, 14 Compass Pointe, Martinsburg, WV 25404-6303 together with 40 surface parking spaces provided by the lessor at no extra cost to the Government. These spaces are to be used for such purposes as may be determined by the U.S. General Services Administration"
- B. Paragraph 2 of the Standard Form 2 of the Lease is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 7, 2012 through August 6, 2022, subject to termination and renewal rights as may be hereinafter set forth"
- C. Paragraph 3 of the Standard Form 2 of the Lease is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof the following:

"3. The Government shall pay the Lessor annual rent of \$192,949.54 at the rate of \$16,079.12 per month in arrears. Rent for a lesser period shall be prorated. Payment shall be made electronically and shall be made to:
Meridian North Partners LLC.
55 Meridian Parkway
Suite 101
Martinsburg, WV 25404-5422"

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.

LE BY _____ _____ _____	<p style="text-align: center;"><i>Managing Partner-Owner</i> (Title)</p> <p style="text-align: center;"><i>2 W. Potomac Parkway, Williamsport, MD 21795</i> (Address)</p>
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UNITED STATES OF AMERICA General Services Administration, PBS BY _____	Contracting Officer (Official Title)
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SUPPLEMENTAL LEASE AGREEMENT

No. 5

Page 2 of 2

TO LEASE NO.
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D. Rental shall be paid, in accordance with paragraph 4.1 of the lease, "Measurement of Space" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of:

Years 1 through 5:

The total annual rent of \$192,949.54 breaks down as follows:

Shell Rent: \$115,275.00 per year of \$18.75 per Rentable Square Foot

Amortized annual cost for Tenant Improvement Allowance: \$55,234.34 per year

Interest Rate at which Tenant Alterations are amortized: 6.5%

Annual Cost of Services: \$22,440.20 per year of \$3.65 per Rentable Square Foot, plus accrued escalations per Paragraph 4.3, "Operating Costs"

The parties agree that the actual amount of tenant improvements (TI) spent for construction was **\$516,198.80**. 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, **\$235,246.19** 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.

Years 6 through 10:

The total annual rent of \$137,715.20 breaks down as follows:

Shell Rent: \$115,275.00 per year or \$18.75 per Rentable Square Foot

Annual Cost of Services: \$22,440.20 per year or \$3.65 per Rentable Square Foot, plus accrued escalations per Paragraph 4.3 "Operating Costs"

Initials:


Lessor

&


Gov't