

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. 4

TO LEASE NO. GS-03B-12045  
PEGASYS DOCUMENT NO. N/A

ADDRESS OF PREMISES: Grove Street Plaza  
111 South Grove Street, Suite 3  
Petersburg, West Virginia 26847-1770

THIS AMENDMENT is made and entered into between:

whose address is: CGP Development Co., Inc.  
1513 Harrison Avenue  
Tygart Valley Mall – Suite A3  
Elkins, West Virginia 26241-3356

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 lease effective date, reduce the amount of Tenant Improvement (TI) Allowance to be amortized in the annual rent, commence the annual rent and amend Rider to Lease Paragraph 13.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective October 30, 2013 as follows:

A. Paragraph 2 of Standard Form (SF) 2 of the Lease is hereby amended by deleting the existing text in its entirety and substituting in lieu thereof with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on October 30, 2013 through October 29, 2023, subject to termination rights as may be hereinafter set forth."

B. In accordance with the Notice to Proceed (NTP) issued on June 6, 2013, the Government has elected to amortize Tenant Improvement (TI) costs of \$116,484.44 of the total TI Allowance stated in the Lease of \$139,158.00. There were no cost-related change orders borne to the Government during the TI build-out phase. Therefore, the total TI Allowance to be amortized in the annual rent over the firm term of the Lease is exactly \$116,484.44.

This Lease Amendment (LA) contains two (2) pages.

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 below date.

FOR THE LESSOR

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity Name: \_\_\_\_\_

Date: \_\_\_\_\_

*Craig Phillips*  
President  
CGP Development Co. Inc.  
11-5-13

FOR THE GOVERNMENT

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Lease Contracting Officer

GSA, Public Buildings Service, South Branch

Date: \_\_\_\_\_

*7 November 2013*

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Maria Kostanos*  
Project Manager  
11-5-13

Lessor *CP* & Government *SK*

C. Paragraph 3 of Standard Form (SF) 2 of the lease is hereby amended by deleting the existing text in its entirety and substituting in lieu thereof with the following:

"3. The Government shall pay the Lessor annual rent of \$75,541.46 (calculated as: see revised Rider to Lease Paragraph 13 below), at the rate of \$6,295.12 per month in arrears, subject to future adjustments as set forth in the Lease. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

CGP Development Co. Inc.  
1513 Harrison Avenue  
Tygart Valley Mall – Suite A3  
Elkins, West Virginia 26241-3356."

D. The rental rates specified in Rider to Lease Paragraph 13 are hereby deleted in their entirety and substituted in lieu thereof with the following:

"13. ...Years 1 through 5:

The total annual rent of \$75,541.46 per year breaks down as follows:

**Shell Rent:** \$28,789.64 per year;

**Amortized annual cost for Tenant Improvement Allowance\*:** \$26,378.46;

**Interest rate** at which Tenant Alterations are amortized: 5%;

**Amortized annual cost for Building Specific Security (BSS):** \$679.36 per year and;

**Annual Cost of Services:** \$19,694.00 per year, plus accrued escalations per Paragraph 4.3, Operating Costs."

Years 6 through 10:

The total annual rent of \$48,483.64 per year breaks down as follows:

**Shell Rent:** \$28,789.64 per year and;

**Annual Cost of Services:** \$19,694.00 per year, plus accrued escalations per Paragraph 4.3, Operating Costs..."

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