

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-03B-12050
ADDRESS OF PREMISES Shonk Plaza 150 Court Street Charleston, WV 25301-2102	PDN Number: N/A

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

Realco LLC

whose address is: 194 Summers Street
Charleston, WV 25301-2132

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 delete lease pages 139-140 "Commission Agreement" dated 02/23/2012, provide beneficial occupancy, reconcile the Tenant Improvement budget, approve change orders 1-3, update the Commission, and add six (6) additional parking spaces.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective January 1, 2013 as follows:

- A. Use of the GSA Form 276 Supplemental Lease Agreement has been discontinued. All references in the Lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".
- B. Paragraph 1 of Standard Form 2 of the Lease is hereby deleted in its entirety and the following text is inserted in lieu thereof:

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

19,809 Rentable Square Feet yielding approximately 18,513 ANSI/BOMA Office Area square feet and related space located on the 1st Floor, at Shonk Plaza, 150 Court Street, Charleston, WV, 25301-2102 together with eighteen (18) non-reserved surface parking

This Lease Amendment contains 3 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.

[Redacted Signature Block]

FOR THE GOVERNMENT:

Signature: [Redacted]
Name: Anthony Kilduff
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 2/7/13.

WITNES
Signature: [Redacted]
Name: _____
Title: _____
Date: February 6, 2013

spaces at the parking lot known as "St. George Cathedral Parking Lot", as depicted on the aerial photo titled "Shonk Plaza Local Area Directory" (attached)."

C. Paragraph 2 of Standard Form 2 of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 1, 2013 through December 31, 2023, subject to termination and renewal rights as may be hereinafter set forth."

D. Paragraph 4 of Standard Form 2 of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof:

"4. The Government may terminate this lease in whole or in part effective at any time after December 31, 2017 by giving at least one hundred and twenty (120) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

E. Paragraph 6 of Standard Form 2 of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof:

"6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- A. All services, utilities, maintenance, operations, and other considerations as set forth in this lease.
- B. In accordance with SFO paragraph 2.3, Broker Commission and Commission Credit, CBRE, Inc ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and the CBRE have agreed to a cooperating lease commission of [redacted] of the firm term value of this lease. The total amount of the commission is \$ [redacted]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.3, only \$ [redacted] which is [redacted] of the Commission, will be payable to CBRE when the Lease is awarded. The remaining \$ [redacted] which is [redacted] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured.

First Month's Shell Rental Payment of \$33,357.03 minus prorated Commission Credit of \$ [redacted] equals \$ [redacted] adjusted First Month's Rent,

Second Month's Shell Rental Payment of \$33,357.03 minus prorated Commission Credit of \$ [redacted] equals \$ [redacted] adjusted Second Month's Rent,

The Third Month's Rental Payment shall commence in full.

F. Paragraph 7 of Standard Form 2 of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof:

"7. The following are attached and made a part hereof:

- A. Rider to Lease GS-03B-12050, dated 2/27/2012 -- 4 pages
- B. Solicitation for Offers # 9WV2066, and Amendment #1, dated 3/13/2012 -- 90 pages
- C. GSA Form 3517B, "General Clauses" (Rev 07/08) -- 33 pages
- D. GSA Form 3518, "Representations and Certifications" (Rev 1/07) -- 7 pages
- E. Floor Plan -- 1 page
- F. Intentionally Deleted
- G. Shonk Plaza Local Directory -- 1 page"

INITIALS: gjp LESSOR & KL GOVT

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G. Paragraph 14 of the Rider to Lease is hereby deleted in its entirety and the following text is inserted in lieu thereof :

“14. Effective January 1, 2013 the Government shall pay the lessor annual rent in accordance with the following schedule:

Years 1 through 5:

The total annual rent of \$400,284.40 breaks down as follows:

Shell Rent \$243,650.70 per year or \$12.30 per Rentable square foot (RSF),

Amortized annual cost for Tenant Improvements Allowance: \$35,706.82 per year
(Interest rate at which Tenant Alterations are amortized: 5.25%)

Amortized annual cost for Building-Specific Security: \$3,660.12 per year

Annual Cost of Services: \$111,722.76 per year or \$5.64 per Rentable square foot (RSF), plus accrued escalations per Paragraph 4.3, “Operating Costs”,

Additional Parking (beyond the 12 spaces provided w/in Shell Rent) \$5,544 per year or \$77 per space each month for 6 additional spaces (12 spaces are included within the Shell Rent = 18 total parking spaces)

Years 6 through 10:

The total annual rent of \$360,917.46 breaks down as follows:

Shell Rent \$243,650.70 per year or \$12.30 per Rentable square foot (RSF),

Annual Cost of Services: \$111,722.76 per year or \$5.64 per Rentable square foot (RSF), plus accrued escalations per Paragraph 4.3, “Operating Costs”,

Additional Parking (beyond the 12 spaces provided w/in Shell Rent) \$5,544 per year or \$77 per space each month for 6 additional spaces (12 spaces are included within the Shell Rent = 18 total parking spaces)

H. The Commission Agreement in pages 139-140 of Lease GS-03B-12050 is hereby deleted in its entirety.

I. Lease GS-03B-12050 contains 139 pages.

J. Tenant Improvement Budget Reconciliation

On October 23, 2012, the Government issued a Notice to Proceed in the amount of \$143,611.36 for Tenant Improvement Construction. During construction, the following Change Orders 1 through 3 totaling \$13,113.10 were approved by the Contracting Officer increasing the Tenant Improvement Budget to \$156,724.46. Of this amount, \$156,724.46 is amortized into the rent at an interest rate of 5.25% over five (5) years. The Change Orders approved and included in this budget are as follows:

Change Order	Description	Value
1	Tenant Signage	██████████
2	Extending interior drywall	██████████
3	Addition ██████████	██████████
Total of Change Orders		\$13,113.10

INITIALS: JP LESSOR & KK GOVT