

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-03P-LWV12124
ADDRESS OF PREMISES Research Ridge 3596 Collins Ferry Road Morgantown, West Virginia 26505-2374	PDN Number: N/A

THIS AMENDMENT is made and entered into between

Whitman Augusta Morgantown, Inc

whose address is: 3606 Collins Ferry Road, Suite 105
Morgantown, West Virginia 26505-2363

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


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 September 23, 2015 as follows:

- A. The Lease Term Commencement Date is hereby established as September 23, 2015. The lease term is established as September 23, 2015 through September 22, 2025.
- B. Paragraph 1.01, sub-paragraph A of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:
 - A. Office and Related Space: 6,280 rentable square feet (RSF), yielding 5,024 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st Floor, of the Building, as depicted on the floor plan(s) attached to the original Lease.

This Lease Amendment contains 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: Patricia K. Esposito
 Title: President
 Entity Name: Whitman Augusta Morgantown
 Date: 10/8/15

FOR THE GOVERNMENT:

Signature: 
 Name: 
 Title: 
 Date:  Center

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: 
 Title: PA
 Date: 10/8/15

C. Paragraph 1.03, sub-paragraph A of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$78,437.20	\$81,451.60
TENANT IMPROVEMENTS RENT ²	\$26,982.18	\$26,982.18
OPERATING COSTS ³	\$25,473.00	\$25,473.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$796.21	\$796.21
TOTAL ANNUAL RENT	\$131,688.59	\$134,702.99

¹Shell rent (Firm Term) calculation: \$12.49 per RSF multiplied by 6,280 RSF

(Non-Firm Term) calculation: \$12.97 per RSF multiplied by 6,280 RSF

²The Tenant Improvement Allowance of \$230,100.00 is amortized at a rate of 3.25 percent per annum over 10 years

³Operating Costs rent calculation: \$4.05 (approximate) per RSF multiplied by 6,280 RSF

⁴Building Specific Amortized Capital (BSAC) of \$6,790.00 is amortized at a rate of 3.25 percent per annum over 10 years

D. Paragraph 1.03, sub-paragraphs B and C, are hereby deleted in their entirety.

INITIALS: FE & [Signature]
 LESSOR & GOVT