

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 49

DATE

5-16-05

TO LEASE NO.
GS-03B-06460

PDN # ^{PS} 0006898

ADDRESS OF PREMISES

200 Third Street
Parkersburg, West Virginia 26101

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

Leased Housing Developers Company
221 East Fourth Street
Suite 2310
Cincinnati, Ohio 45202-4148

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

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is hereby amended effective upon execution as follows:

A. The Lessor shall furnish, install and maintain all labor, supervision, material, tools, equipment, services and associated work necessary to complete the attached scope of work (Attachment # 1) and the attached modified price proposal dated 4-6-2005 (Attachment # 2). The work shall also be completed in accordance with the Site Survey & Conceptual Design Report dated July 23, 2003 and Data Center Modifications & Expansion Plans (Drawing Numbers are referenced in Attachment # 3). The work shall be completed within seven months of award of this Supplemental Lease Agreement.

B. The cost to the Government for all of the work described in Attachment Number One Titled "Scope of Work" shall be paid for in two progress payments. The first payment will be made at 50% progress completion of the project and the final payment will be made when acceptance is made by the Government. The Government has agreed to a total project costs of \$1,900,540.00 in accordance with attachment #2 modified price proposal dated 4-6-2005. Any change orders that effect this pricing shall be submitted in writing to the Contracting Officer for their approval.

C. Upon completion of all the above referenced work, the Lessor shall notify the Contracting Officer for final inspection and acceptance of the space. After inspection and acceptance of these items and all other lease requirements, the Lessor must submit a properly executed invoice to the Greater Southwest Region (7BC), P.O. Box 17181, Fort Worth, Texas 76102-0181.

A properly executed invoice must reference the PDN number, lease, and SLA number and a description of the work and amount billed. A copy of the invoice must also be sent to the Contracting Officer at The Strawbridge's Building, 20 North 8th Street, Philadelphia, PA 19107. Payment in the above referenced amounts for these improvements will become due within thirty (30) days of acceptance of the work by the Government.

ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Leased Housing Developers Company

BY

President AUTHORIZED AGENT
(Title)

IN PRESENCE OF

James Montalvo
(Title)

UNITE

BY

Contracting Officer, GSA
(Official title)