

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT
NO. 1

Page 1 of 6

DATE

9/13/2011

TO LEASE NO.
GS-03B-09435

ADDRESS OF PREMISES

113 Virginia Street, East
Charleston, WV 25301-2518

PDN# PS0021225

THIS AGREEMENT, made and entered into this date by and between **Glenmark Holding, LLC**

**6 Canyon Road, Suite 300
Morgantown, WV 26508-9232**

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 issue the Notice to Proceed for the construction of the Tenant Improvements and provide for a lump sum payment for the Tenant Improvements allowance overage for the Government.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 25, 2011 as follows:

- A. Glenmark Holding, LLC is hereby authorized to begin construction of the Tenant Improvements for the Government in the agreed upon amount of \$2,136,913.87 (see attached March Westin Pricing dated 08/03/11) in accordance with all Lease requirements, the Design Intent Drawings, and Construction Drawings. Tenant Improvements in the amount of \$751,309.13 will be amortized at the rate of 6.25% over the term of fifteen (15) years. Should the Government exercise its termination rights, the Government shall have no obligation to pay the Lessor any remaining balance for the Tenant Improvement rent beyond the firm term of the lease.

As per Paragraph 13 of the Lease Rider, the Lessor shall complete the building shell as defined in the Lease and complete all alterations, improvements, and repairs required by this Lease, and deliver the leased premises ready for occupancy by the Government on January 18, 2012.

The Government will pay a one time lump sum payment upon completion and acceptance of the improvements in the amount of \$1,385,604.74.

- B. The Government will pay a one time lump sum payment upon completion and acceptance of the approved change orders above in the amount of \$1,385,604.74 to be completed in accordance with the Tenant Improvement build out.

Upon completion of the work, the Lessor shall notify the contracting officer to arrange for an inspection. After inspection and acceptance of the work by the Government, a properly executed invoice shall be submitted at:

<http://www.finance.gsa.gov>

- OR -

SE SHALL REMAIN IN FULL FORCE AND EFFECT.
as of the above date.

CEO/MEMBER
(Title)

CFO
(Title)

UNITED STATES OF AMERICA

BY

Contracting Officer, GSA
(Official title)

TO LEASE NO. GS-03B-09435

a properly executed original invoice shall be forwarded to:

General Services Administration
Greater Southwest Region (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

If invoicing either electronically or by mail, a copy of the invoice must also be mailed to the Contracting Officer at:

GSA, Public Buildings Service
Real Estate Acquisition Division
20 North Eighth Street, 8th Floor
Philadelphia, PA 19107-3191
Attn: Stephan Yurchak

For an invoice to be considered proper, it must:

- ◆ Be received after the execution of this SLA,
- ◆ Reference the Pegasys Document Number (PDN) specified on this form,
- ◆ Include a unique, vendor-supplied, invoice number,
- ◆ Indicate the exact payment amount requested, and
- ◆ Specify the payee's name and address. The payee's name and address must EXACTLY match the Legal Business Name or DBA associated with it in Central Contractor Registration (CCR) for the DUNS included above.

Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

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.

Initials:



&



Lessor

Gov't