

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 9
LEASE AMENDMENT	TO LEASE NO. GS-03B-12090
ADDRESS OF PREMISES 941 James Burr Boulevard Kearneysville, WV 25430-0000	PDN Number:

THIS AMENDMENT is made and entered into between

ARC-FD JV, LLC
whose address is: 1054 31st St. NW
Suite 340
Washington, DC 20007-4453

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

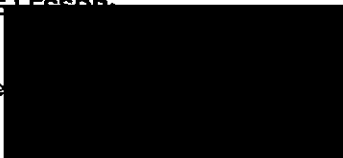
WHEREAS, the parties hereto desire to amend the above Lease to change the address of premises, establish the lease term and establish the annual rent.

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 June 13, 2014 as follows:


- A. The address of premises is hereby changed to the Cutter Building, 941 James Burr Boulevard, Kearneysville, WV 25430-0000.
- B. The Lease Term Commencement Date is hereby established as June 13, 2014. The lease term is established as June 13, 2014 through June 12, 2024.
- C. 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: 42,943 rentable square feet (RSF), yielding 38,730 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.

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: RAED
Title: _____
Entity Name: ARC-FD JV LLC
Date: 5/31/14

FOR THE GOVERNMENT:

Signature: 
Name: _____
Title: _____
GSA, Public Buildings Service, or RSC
Date: 6/2/14

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: _____
Title: MANAGER
Date: 5/31/14

D. 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:

	YEARS 1-5	YEARS 6-10
	ANNUAL RENT	ANNUAL RENT
SHLL RLNI ¹	\$863,532.00	\$906,475.00
OPERATING COSTS ²	\$167,100.00	\$167,100.00
TOTAL ANNUAL RENT	\$1,030,632.00	\$1,073,575.00

In accordance with the lease, the lessor has offered free rent to the Government for the first eight (8) months of the lease. Therefore, the first eight (8) months of the lease shall be provided at no cost to the Government.

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

INITIALS

LESSOR

&

GOVT