

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-03P-LWW12128
ADDRESS OF PREMISES The Horne Building 1100 Main Street Wheeling, WV 26003	PDN Number:

THIS AMENDMENT is made and entered into between Horne's, Inc.

whose address is: 980 National Road
Wheeling, WV 26003-6441

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 December 23, 2014 as follows:

- A. The Lease Term Commencement Date is hereby established as December 23, 2014. The lease term is established as December 23, 2014 through December 22, 2024.
- B. Paragraph 1.05, 'Termination Rights (AUG 2011)' of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

 "The Government may terminate this Lease, in whole or in part, at any time effective after December 22, 2010, of this Lease, by providing not less than 90 calendar days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.
- 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:** 3,418 rentable square feet (RSF), yielding 3,080 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the first floor of the Building, as depicted on the as-built floor plan(s), which are due to the Government by January 22, 2015.

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 date hereof.

FOR THE LESSOR

Signature: _____
 Name: _____
 Title: _____
 Entity Name: HORNE'S
 Date: 1/14/15

FOR THE GOVERNMENT

Signature: _____
 Name: _____
 Title: _____
 GSA, Pub _____
 Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: 1/14/15

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:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$64,531.84	\$24,028.54
TENANT IMPROVEMENTS RENT ²	\$25,935.41	\$0.00
OPERATING COSTS ³	\$19,106.62	\$19,106.62
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$465.35	\$0.00
TOTAL ANNUAL RENT	\$110,039.22	\$43,135.16

¹Shell rent (Firm Term) calculation: \$18.88 per RSF multiplied by 3,418 RSF

²The Tenant Improvement Allowance of \$38.00 per ABOA of (\$117,040 total) is amortized at a rate of 4.11 percent per annum over 5 years.

³Operating Costs rent calculation: \$5.59 per RSF multiplied by 3,418 RSF

⁴Building Specific Amortized Capital (BSAC) of \$2,100 are amortized at a rate of 4.11 percent per annum over 5 years

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

INITIALS:
LESSOR

&

GOVT