

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 1

TO LEASE NO. **GS-03P-LWW12211**
PEGASYS DOCUMENT NUMBER (PDN) **PS0037324**

ADDRESS OF PREMISES: 409 George Kostas Drive
Logan, West Virginia 25601-3309

THIS AMENDMENT is made and entered into between:

whose address is: The Oaks, LLC
1117 Second Avenue
Logan, West Virginia 25601-3309

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 provide for a one-time lump sum payment for Tenant Improvement (TI) costs overage.

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 January 12, 2017 as follows:

A. In separate letter correspondence, dated January 12, 2017, the Government issued Notice to Proceed (NTP) for Tenant Improvements (TIs) in the amount of \$499,649.01 and Building Specific Amortized Security (BSAC) security improvements in the amount \$159,527.31. As outlined in the Lease contract, the Government has elected to amortize the entire TI allowance of \$487,737.58 in the rent. Upon completion of all TI and BSAC improvements by the Lessor, inspection and acceptance of such by the Government, the Government shall pay the Lessor a one-time lump sum payment for the TI costs overage not to exceed \$11,911.43.

B. The Lessor shall submit a properly completed invoice to:

General Services Administration (GSA)
Greater Southwest Region (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181
or
<http://www.finance.gsa.gov>

This Lease Amendment (LA) contains two (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: [Redacted]
Name: JOE C FERREN
Title: Member
Entity Name: THE OAKS LLC
Date: 1/18/17

FOR THE GOVERNMENT:

Signature: [Redacted]
Name: Sancho Ruiz
Title: Lease Contracting Officer
GSA, Public Buildings Service, South Branch
Date: 24 January 2017

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
Name: Rick Dalton
Title: Constantine Aug.
Date: 1-18-17

Lessor [Signature] & Government [Signature]

Lease Amendment Form 12/12

For an invoice to be considered proper, it must include the following:

- ◆ Be received after the execution of this LA;
- ◆ Reference the Pegasys Document Number (PDN) specified on page 1 of this LA;
- ◆ 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 the www.sam.gov website.

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

A copy of the invoice must also be emailed to:

Sam Ruiz, GSA Lease Contracting Officer (LCO)
sam.ruiz@gsa.gov

C. In accordance with the Lease contract, the Lessor waives all rights of restoration as a result of all lease-required, Tenant and BSAC improvements.

-----End-----

Lessor 

& Government 

Lease Amendment Form 12/12