

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 2 TO LEASE NO. GS-03P-LWV12211 PEGASYS DOCUMENT NO. N/A
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ADDRESS OF PREMISES 409 George Kostas Drive
Logan, West Virginia 25601-3309

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

The Oaks, LLC

whose address is 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 establish the lease effective date, reduce the amount of Building Specific Amortized Capital (BSAC) to be amortized and re-establish & commence the new 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 9, 2017 as follows:

A. Lease paragraph titled *Lease Term* on page 1 of the Lease, is hereby partially amended by deleting the existing text regarding the lease term in its entirety and substituting in lieu thereof with the following:

"To Have and To Hold the said Premises with its appurtenances for the term of fifteen (15) years, fifteen (15) years firm, beginning on June 9, 2017 through June 8, 2032, subject to termination and renewal rights as may be hereinafter set forth."

B. Section 1.03, Paragraph A of the Lease is hereby amended by deleting the existing text in its entirety and substituting in lieu thereof with the following:

"A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM ANNUAL RENT
SHELL RENT ¹	\$184,176.72
TENANT IMPROVEMENTS RENT ²	\$44,773.92
OPERATING COSTS ³	\$84,492.00
BUILDING SPECIFIC SECURITY ⁴	\$14,844.48
PARKING ⁵	\$ 0.00
TOTAL ANNUAL RENT	\$328,087.12

¹Shell rent calculation: (Firm Term) \$15.35 per RSF (rounded) multiplied by 12,000 RSF
²The Tenant Improvement Allowance of \$487,737.58 is amortized at a rate of 4.5 percent per annum over 15 years.
³Operating Costs rent calculation: \$7.04 per RSF (rounded) multiplied by 12,000 RSF
⁴Building Specific Amortized Capital (BSAC) of \$159,527.31 is amortized at a rate of 4.5 percent per annum over 15 years
⁵Parking costs described under sub-paragraph H below

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

This Lease Amendment contains one (1) page.

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.

<p>FOR THE LESSOR:</p> <p>Signature: _____</p> <p>Name: <u>DOE J. FERRARI</u></p> <p>Title: <u>THE OWNER</u></p> <p>Entity Name: <u>THE OAKS LLC</u></p> <p>Date: <u>7/6/17</u></p>	<p>FOR THE GOVERNMENT:</p> <p>Signature: _____</p> <p>Name: <u>Sandro Ruiz</u></p> <p>Title: <u>Lease Contracting Officer</u></p> <p>GSA, Public Buildings Service, South Branch</p> <p>Date: <u>6 July 2017</u></p>
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WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: TRACY L. HARRIS

Title: Business Admin - Mansons - SGA-Mem

Date: 7-6-17