

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT  
NO. 2

DATE  
8/8/2011

TO LEASE NO.  
GS-03B-09392

ADDRESS OF PREMISES  
Meridian Commons  
40 Compass Pointe, Building  
Martinsburg, West Virginia 25404-6307

Pegasys Document Number (PDN)  
PS0021016

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

**Meridian North Partners, LLC**

whose address is 55 Meridian Parkway, Suite 101  
Martinsburg, WV 25404-5422

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 the addition of privacy slats to the secure parking fence and to adjust the base operating costs annual amount.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution as follows:

**A. The Lease Rider to Lease GS-03B-09392 is hereby amended to include Paragraph 18 as follows:**

"18. A. The Lessor shall furnish all labor, materials, tools, equipment, services, and associated work to provide, install, and complete the attached scope of work (Exhibit A) in accordance with the Lessor's proposal.

B. This work is to be completed by 30 days after the issuance of Notice to Proceed.

C. Five (5) days prior to the completion of this work, please contact Mr. Glenville Catrow, Property Manager, at 304-262-9715, to arrange for an inspection.

D. Upon completion and acceptance, the Government shall pay the Lessor a one time lump sum payment in an amount not to exceed \$6,370.65 for the work requested in Paragraph A.

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.

LESSOR: Meridian North Partners, LLC

BY \_\_\_\_\_

(Signature)

IN THE PRESENCE OF \_\_\_\_\_

(Signature)

Member \_\_\_\_\_

(Title)

55 MERIDIAN PKWY  
MARTINSBURG, WV 25404

(Address)

UNITED STATES OF AMERICA, Public Building Services, Real Estate Acquisition Division

BY \_\_\_\_\_

(Signature)

Contracting Officer \_\_\_\_\_

(Official Title)

SUPPLEMENTAL AGREEMENT: 2

TO LEASE NO. GS-03B-09392

E. After inspection and acceptance of the work by the Government, a properly executed original invoice shall be forwarded to:

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

A copy of the invoice must also be faxed to Joseph Beck, Contracting Officer, at (215) 446-6193.

For an invoice to be considered proper, it must:

1. Be received after the execution of the SLA.
2. Reference the Pegasys Document Number specified on this form.
3. Include a unique, vendor supplied, invoice number.
4. Indicate the exact payment amount requested, and specify the payees' name and address. The Payees' name and address must EXACTLY match the Lessor's name and address listed above.

The Government shall reimburse the Lessor in a lump sum payment in the amount of \$6,370.65, upon receipt of an original invoice. 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."

**B. Paragraph 11 of the Rider to the Lease is hereby amended by deleting the existing text in its entirety and substituting in lieu thereof the following:**

"11. For purposes of determining the base rate for future adjustments to the operating cost the Government agrees that the base rate quoted on the "Lessor's Annual Cost Statement" (GSA Form 1217) dated 04/24/2009, which is \$21,885.15 a year, is acceptable. This figure includes the Government's prorata share of operating costs. The Government retains the right to inspect and review the Lessor's records to verify the cost listed on the GSA Form 1217 and/or to require a certified audit report. The basis for annual operating cost escalations will be the revised U.S. All Cities Average Consumer Price Index for Wage Earners and Clerical Workers."

LESSOR

TUB

U.S. GOVERNMENT

JB

Page 2 of 7