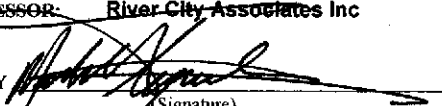
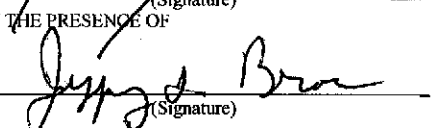
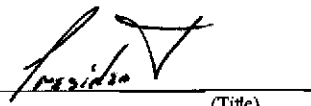
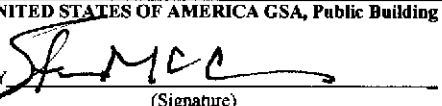


GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 2 TO LEASE NO. GS - 03B - 09457	DATE <u>June 21, 2012</u> PEGASYS DOCUMENT NUMBER (PDN)
ADDRESS OF PREMISE Pullman Plaza Hotel 1001 Third Avenue Huntington, West Virginia 25701-1505		
<p>THIS AGREEMENT, made and entered into this date by and between</p> <p>whose address is River City Associates Inc 1001 Third Avenue Huntington, West Virginia 25701</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease for the Lessor to provide Metro Ethernet service to the space, increase the annual operating rent and reestablish the construction duration</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended,</p> <p>Effective <u>October 5, 2011</u> as follows:</p> <ol style="list-style-type: none"> 1. The Government hereby requests the Lessor provide the 1 GIG Metro Ethernet service to the leased space ensuring the required IT connection with the US ACE space at the Huntington Federal Building (see Exhibit A). It is the Lessor's responsibility to provide and install the service as well as provide all maintenance and repairs during the lease term. The Government agrees to increase the annual operating rent by \$60,000 per year to cover the cost of such services (Exhibit B). 2. Paragraph 8.14, Part 5, Telecommunications, on page 45 of the Lease is hereby deleted in its entirety and replaced in lieu thereof with the following: <p>"8.14.5. The Lessor shall provide at least one of the following data connection services to the facility to support a capacity of a minimum of 1000 meg (or 1 GIG) connection:</p> <ol style="list-style-type: none"> a. Dark Fiber b. Metro Ethernet" <p>The other parts (1 - 4 and 6) of Paragraph 8.14 are not altered and remain in full force and effect.</p> 3. Paragraph 10 of the Lease rider is hereby deleted in its entirety and replaced in lieu thereof with the following: <p>"10. For purposes of determining the base rate for the operating cost, the Government agrees that the base rate of \$8.183768713581 per ANSI/BOMA Office Area (ABOA) square foot, is acceptable. This figure includes the Government's pro-rata share of operating costs."</p> <p style="text-align: center;">This SLA contains 4 pages.</p> <p>All other terms and conditions of the lease shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
<p>LESSOR: River City Associates Inc</p> <p>BY  (Signature)</p> <p>IN THE PRESENCE OF  (Signature)</p> <p style="text-align: right;"> (Title)</p> <p style="text-align: right;"><u>1001 3rd Ave Huntington WV</u> (Address)</p>		
<p>UNITED STATES OF AMERICA GSA, Public Building Services, Philatlantic Realty Services</p> <p>BY  (Signature)</p> <p style="text-align: right;"><u>Contracting Officer</u> (Official Title)</p>		

4. Paragraph 11 of the Lease rider is hereby deleted in its entirety and replaced in lieu thereof with the following:

"11. Lessor shall complete the building shell as defined in the lease and complete all alterations, improvements, and repairs required by this lease, and deliver the leased premises ready for occupancy by the Government within sixty (60) calendar days from the date of notice to proceed with the construction of the tenant improvements. When Lessor has completed all such alterations, improvements, and repairs, Lessor shall promptly notify the Contracting Officer, who shall promptly cause the same to be inspected. Upon the date of completion of such alterations, improvements, and repairs and inspection and acceptance by the Government, the term of this lease shall commence and shall continue for four (4) consecutive calendar years. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.

Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 4.1 of the lease, "Measurement of Space" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of:

Months 1 through 33:

The total annual rent of \$506,524.44 breaks down as follows:

Shell Rent: \$323,944.56 per year

Annual Cost of Services: \$182,579.88, plus accrued escalations

Months 34 through 48:

The total annual rent of \$488,682.00 breaks down as follows:

Shell Rent: \$306,102.12 per year

Annual Cost of Services: \$182,579.88, plus accrued escalations

All rights, responsibilities, and obligations that bind the Lessor and Government under this lease agreement, including the General Clauses, and any other attachments hereto, shall pertain to the entire space under lease, including the free space.

5. Paragraph 1.9, Occupancy Date, on page 12 of the Lease is hereby deleted in its entirety and replaced in lieu thereof with the following:

"1.9. Occupancy is required sixty (60) days after the Contracting Officer issues the Tenant Improvement Notice to Proceed."

6. Paragraph 5 of the SF-2, of the Lease is hereby deleted in its entirety and replaced in lieu thereof with the following:

"5. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

A. All services, utilities, maintenance, operations, and other considerations as set forth in this lease.

B. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment of \$42,210.37 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

2nd Month's Rental Payment shall commence in full."

Lessor

& Government