

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT No. 7  TO LEASE NO. GS - 03B - 09457	DATE <u>February 24, 2012</u>  PEGASYS DOCUMENT NUMBER (PDN)
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ADDRESS OF PREMISE **Pullman Plaza Hotel**  
**1001 Third Avenue**  
**Huntington, West Virginia 25701-1505**

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

**River City Associates Inc**  
 whose address is **1001 Third Avenue**  
**Huntington, West Virginia 25701**

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 commencement date of the Lease, annual rent and square footage

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 9, 2011 as follows:

A. Paragraph 1, of Standard Form 2, of the Lease is hereby deleted in its entirety and replaced with the following:

"1. The Lessor hereby leases to the Government the following described premises:

23,172 Rentable Square Feet yielding approximately 22,310 ANSI/BOMA Office Area square feet together with two (2) structured parking spaces located on the 3rd Floor, at the

Pullman Plaza Hotel  
 1001 Third Avenue  
 Huntington, WV 25701-1505

to be used for such purposes as determined by the General Services Administration."

B. Paragraph 2, of Standard Form 2, of the Lease is hereby deleted in its entirety and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on December 9, 2011 through December 8, 2015, subject to termination and renewal rights as may be hereinafter set forth."

This SLA 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 above date.

LESSOR: **River City Associates Inc**

BY [Signature]  
 (Signature)

IN THE PRESENCE OF

[Signature]  
 (Signature)

Owner  
 (Title)

1001 Third Avenue Huntington, WV  
 (Address)

UNITED STATES OF AMERICA GSA, Public Building Services, Philatlantic Realty Services

BY [Signature]  
 (Signature)

Contracting Officer  
 (Official Title)

C. Paragraph 10 of the Lease rider is hereby deleted in its entirety and replaced in lieu thereof with the following:

"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."

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

"11.

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."

E. 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."