

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICES
SUPPLEMENTAL LEASE AGREEMENT

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AGREEMENT
5
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TO LEASE NO.

DATE

GS-03B-09301

5/4/10

ADDRESS OF PREMISE The Riley Building
53 14th Street Suite 400
Wheeling, WV 26003-3422

THIS AGREEMENT, made and entered into this date by and between Market Center, Inc.

whose address is The Riley Building
53 14th Street, Ste 900
Wheeling, WV 26003-3422

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 square footage, to establish the lease term, to establish the annual rent, to accept the tenant improvement build-out that is amortized in the rent as well as establish the lump sum payment amount.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, Effective, April 5, 2010, as follows:

A. Paragraph 1 of the Standard Form 2 is hereby deleted in it's entirety and replaced as follows:

"The Lessor hereby leases to the Government the following described premises: 2,025 ANSI/BOMA square feet , (2,328 rentable square feet) of office space on the 4th floor and 6 on site reserved parking spaces located at the Riley Building, 53 14th Street, Wheeling, WV 26003-0008 to be used for such purposes as may be determined by the General Services Administration."

B. Paragraph 2 of the Standard Form 2 is hereby deleted in it's entirety and replaced as follows:

"TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on April 5, 2010 through April 4, 2020, subject to termination and renewal rights as may be hereinafter set forth."

C. Paragraph 3 of the Standard Form 2 is hereby deleted in it's entirety and replaced as follows:

"The Government may terminate this lease in whole or in part at any time on or after April 4, 2015, by giving at least Ninety Days (90) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LES

BY

President
(Title)

1217 Chapline St., Wheeling
(Address)

UNITED STATES OF AMERICA GSA PPS SOUTH SERVICE CENTER

BY

Contracting Officer
(Official Title)

D. Paragraph 14 of the Rider is hereby deleted in its entirety and replaced as follows:

"Upon signed acceptance of the leased premises by the Government, the same shall be measured and rent shall be paid, in accordance with Paragraph 3.8 of the Solicitation for Offer, "ANSI/BOMA Office Area Square Feet" and Paragraph 26 General Clauses, GSA Form 3517, "Payment" at the rate of: \$28.58 per ANSI/BOMA Office Area Square Foot (BOAF) consisting of shell, operating, and tenant improvement costs as outlined:

Rent Breakdown (Years 1-5)	Annual Rent	Monthly Rent
Shell Rent	\$22,611.48	\$1,884.29
Amortization of TI	\$18,835.58	\$1,569.63
Operating Cost	\$16,440.48	\$1,370.04
Full Service Rent	\$57,887.54	\$4,823.96

Rent Breakdown (Years 6-10)	Annual Rent	Monthly Rent
Shell Rent	\$22,611.48	\$1,884.29
Amortization of TI	\$0	\$0
Operating Cost	\$16,440.48	\$1,370.04
Full Service Rent	\$39,051.96	\$3,254.33

**plus accrued escalations per Paragraphs 3.5 and 3.6 of the Solicitation for Offer, Operating Costs

The total cost of Tenant Improvements (TI) is \$169,585.46 of which \$90,315.93 will be paid lump sum and \$79,269.53 will be amortized at the rate of 7% over the firm term of the first five years of the lease.

The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$44.67 per ANSI/BOMA (2,025 ANSI/BOMA x \$44.67 = \$90,456.75) which is included in the rent, using the 7.00% amortization rate over the firm term of five (5) years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 7.00% amortization rate.

Overhead and profit charged by the Lessor for the Tenant Improvements requested by the Government is 0%.

If the Government spends more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease."

E. Paragraph 6 of the Standard Form 2 is hereby deleted in its entirety and replaced as follows:

"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 is entitled to receive in connection with this lease the commission credit to the broker in accordance with the "Broker Commission and Commission Credit" paragraph.

Notwithstanding Paragraph 3 of the SF2, the shell rental payments due and owing under this lease shall be reduced to fully recapture the commission credit. The reduction in the 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 Shell Rental Payment: \$1,883.74 (\$9.71 x 2328 RSF)/12) minus prorated Commission Credit [redacted] equals [redacted] adjusted first month's shell rent.

Second Month's Shell Rental Payment: \$1,883.74 (\$9.71 x 2328 RSF)/12) minus prorated commission credit of [redacted] equals [redacted] adjusted second month's shell rent.

Third Month's Shell Rental Payment: \$1,883.74 (\$9.71 x 2328 RSF)/12) minus prorated commission credit of [redacted] equals [redacted] adjusted third month's shell rent.

Fourth Month's Shell Rental Payment shall commence in full."

All other terms and conditions of the lease shall remain in force and effect.

Initials: AW & JS
 Lessor Gov't