

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

09/01/11

LEASE NO.

GS-04-B-61179

THIS LEASE, made and entered into this date by and between: FIRST COMMONWEALTH BANK

Whose address is 311 NORTH ARNOLD AVENUE
PRESTONSBURG, KENTUCKY 41653-1264

and whose interest in the property hereinafter described is that of OWNER

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH:, The parties hereto for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 1, 2012, as follows:

The Lessor hereby leases to the Government the following described premises:

1. A total of 4,265 rentable square feet (RSF) of office and related space, which yields 3,808 ANSI/BOMA Office Area square feet (USF) of space located at the First Commonwealth Bank Building, 311 North Arnold Avenue 41653-1264 to be used for office and related space.
2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 1, 2012 and continuing through August 31, 2022, subject to termination and renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent of for the entire term, monthly, In arrears, as follows:

TERM	ANNUAL RENT	RATE PRSF/PUSF	MONTHLY RATE
09/01/12 - 08/31/17	\$98,905.35	\$23.19/\$25.97	\$8,242.11
09/01/17 - 08/31/22	\$65,894.25	\$15.45/\$17.30	\$5,491.19

4. The rental set forth in Paragraph 3.2 of this Lease Agreement is based upon the Lessor providing a tenant improvement allowance of \$133,428.00 or at a rate of \$6.91 per rentable square feet to be amortized through the rent over the firm term of the lease of 60 months at an interest rate of 4%. In accordance with Solicitation for Offers 9KY2067 paragraph 3.3, Tenant Improvements Rental Adjustment, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly. A final invoice will be required, prior to paying for tenant improvements.
5. The Government may terminate this lease in whole or in part at any time after August 31, 2017 by giving at least 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 hereto have hereunto subscribed their names as of the date first above written.

LESSOR
FIRST COMMONWEALTH BANK

BY *Andy Wilson*
(Signature)

PRESIDENT & CEO
(Title)

IN PRESENCE OF

Jennifer M. Batts
(Signature)

311 N. Arnold Ave. Prestonsburg, Ky 41653
(Address)

UNITED STATES OF AMERICA

BY *Montez Mangham*
(Signature)

Contracting Officer, General Services Administration
(Official Title)

6. Rental is subject to the Government's measurement of plans submitted by the Lessor or a mutual on-site measurement of the space. Rent will be based on the rate on the rate per rentable square foot (PRSF). In accordance with Clause 27 (PAYMENT), GSA Form 3517B, entitled General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum square footage requested. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

First Commonwealth Bank
311 North Avenue
Prestonsburg, Kentucky 41653-1264

7. The DUNS number for leasing entity is 005020466
8. The following are attached and made a part hereof:
- a. SF-2 U.S. Government Lease for Real Property
 - b. Solicitation for Offers 9KY2067 dated May 23, 2011
 - c. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/05)
 - d. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 01/07)
9. The Lessor shall furnish to the Government, as part of the Rental consideration, the following:
- a. All facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers No. 9KY2067.
 - b. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas and related facilities ready for occupancy in accordance with the requirements of this lease stated in the SFO 9KY2967 and the Government's space layout drawings.
 - c. Build out shall be in accordance with Solicitation for Offers No. 9KY9027 and Government approved space layouts.
 - d. Deviations to the approved space layouts furnished by the GSA to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
10. In accordance with Solicitation for Offers 9KY2067 Paragraph 4.2, Tax Adjustment, the percentage of Government occupancy is established as 6%.
11. In accordance with Solicitation for Offers 9KY2067 Paragraph 4.3, Operating Costs, the escalation base is established as \$5.31 per ANSI/BOMA or \$4.74 per rentable square feet.
12. In accordance with Solicitation for Offers 9KY2067 Paragraph 4.2B, Measurement of Space, the Common Area Factor, is established as 1.12%.

LESSOR

BY

Greg Wilson, President & CEO
(initial)

UNITED STATES OF AMERICA

BY

Shontel E. Manghe
(initial)