

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT
NO.2
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DATE

TO LEASE NO.
GS-03B-09435

ADDRESS OF PREMISES

113 Virginia Street, East
Charleston, WV 25301-2518

PDN#

THIS AGREEMENT, made and entered into this date by and between Glenmark Holding, LLC

6 Canyon Road, Suite 300
Morgantown, WV 26508-9232

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, establish the lease term, establish the annual rent, and establish the rental rate for the lease term.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 15, 2011 as follows:

A. Paragraph 1 of Standard Form 2 of the Lease as amended by Supplemental Lease Agreement # 2 is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof the following:

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

"18,095 rentable square feet yielding 16,989 ANSI/BOMA Office area square feet of office space and related space on the first and second floors, at 113 Virginia Street, East, Charleston, WV, 25301-2518 together with 21 surface parking spaces as depicted on the site plan dated May 03, 2011.

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 amended by deleting the existing text in its entirety and inserting in lieu thereof the following:

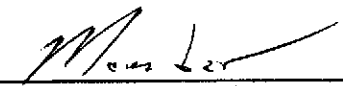
*2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on December 15, 2011 through December 14, 2026, subject to termination and renewal rights as may be hereinafter set forth."

ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

as of the above date.

[Redacted Signature]

(Signature)



(Title)

IN [Redacted] CFO

CFO

(Title)

UNITED STATES OF AMERICA
BY [Redacted]

Contracting Officer, GSA

(Official title)

TO LEASE NO. GS-03B-09435

C. Paragraph 3 of Standard Form 2 as amended by Supplemental Lease Agreement Number 1 of the Lease is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof the following:

"3. The Government shall pay the Lessor annual rent of \$865,340.01 at the rate of \$72,111.67 per month in arrears. Rent for a lesser period shall be prorated. Payment shall be made electronically and shall be made payable to :

"Glenmark Holding, LLC
6 Canyon Road, Suite 300
Morgantown, WV 26508-9232"

D. Paragraph 13 of the Lease Rider is hereby amended by deleting the existing text in its entirety and by inserting in lieu thereof the following:

"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 one hundred twenty (120) 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 fifteen (15) 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:

Years 1 through 15: Annual Rent: \$865,340.01

Shell Rent: \$688,514.75 per year or \$40.53 per ANSI/BOMA Office Area Square Foot (ABOA)

Amortized annual cost for Tenant Improvement Allowance*: \$77,302.76 per year or \$4.55 per ANSI/BOMA Office Area Square Foot (ABOA)

In accordance with lease negotiations, the Tenant Improvement rate stated above reflects an interest rate of 6.25% over a 180 month period, which exceeds the firm term of the lease. (See Paragraph 14 of Lease Rider below). Should the Government exercise its termination rights, the Government shall have no obligation to pay the Lessor any remaining balance for the Tenant Improvement rent beyond the firm term of the lease.

Interest rate at which Tenant Alterations are amortized: 6.25%

Annual Cost of Services: \$99,522.50 per year or \$5.86 per ANSI/BOMA Office Area Square Foot (ABOA), plus accrued escalations per SFO Paragraph 4.3, "Operating Costs"

Overhead and profit charged by the Lessor for the Tenant Improvements requested by the Government is 7.65%.

"The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$751,309.13 or \$44.22 per ANSI/BOMA Office Area Square Foot, which is included in the rent, using the 6.25% amortization rate over the term of 15 years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 6.25% amortization rate.

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.

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

Initials: ML & SY
Lessor Gov't