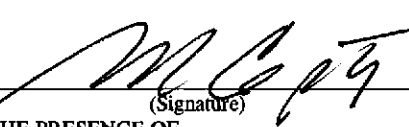
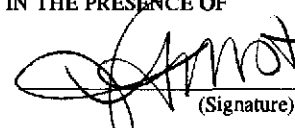
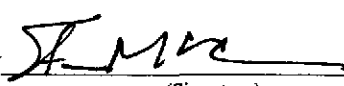


GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 1 TO LEASE NO. GS - 03B - 09486	DATE September 17, 2010 PEGASYS DOCUMENT NUMBER (PDN) PS0018364
ADDRESS OF PREMISE Commonwealth Building 220 Church Avenue S.W Roanoke, Virginia 24011-1510		
<p>THIS AGREEMENT, made and entered into this date by and between</p> <p style="margin-left: 100px;">220 Church LLC</p> <p>whose address is 310 First Street, Suite 450</p> <p style="margin-left: 100px;">Roanoke, Virginia 24011</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 to establish the Tenant Improvement Allowance</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, Effective September 7, 2010 as follows:</p> <p style="margin-left: 40px;">A. Paragraph 3.2 of the Lease is hereby deleted in its entirety and replaced in lieu thereof with the following:</p> <p style="margin-left: 80px;">"3.2 TENANT IMPROVEMENTS PAID LUMP SUM – ARRA Projects Only (OCT 2009)</p> <p style="margin-left: 120px;">A. The Tenant Improvement Allowance is <u>\$1,147,524.00</u> (to be paid for lump-sum upon substantial completion and Government acceptance of the space, in accordance with the Prompt Payment Act). Tenant improvements are the finishes and fixtures that typically take space from the "shell" condition to a finished, usable condition. The Tenant Improvement Allowance shall be used for the build-out of the Government demised area in accordance with the Government approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror and shall be paid lump sum by the Government, and all improvements shall meet the quality standards and requirements of this solicitation and its attachments.</p> <p style="margin-left: 120px;">B. The Tenant Improvement Allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents and to complete the tenant improvements. It is the successful Offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING."</p> <p style="text-align: center; margin-top: 20px;">This SLA contains 2 page.</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: 220 Church LLC</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>BY <u></u></p> <p style="text-align: center;">(Signature)</p> <p>IN THE PRESENCE OF</p> <p><u></u></p> <p style="text-align: center;">(Signature)</p> </div> <div style="width: 45%;"> <p><u>MEMBER</u></p> <p style="text-align: center;">(Title)</p> <p><u>310-1st St. Roanoke</u></p> <p style="text-align: center;">(Address)</p> </div> </div>		
<p>UNITED STATES OF AMERICA GSA, Public Building Services, Philatlantic Realty Services</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>BY <u></u></p> <p style="text-align: center;">(Signature)</p> </div> <div style="width: 45%;"> <p><u>Contracting Officer</u></p> <p style="text-align: center;">(Official Title)</p> </div> </div>		

PS0018364

B. Invoicing for lump-sum payment:

Upon completion of the work, the Lessor shall notify the contracting officer to arrange for an inspection. After inspection and acceptance of the work by the Government, a properly executed invoice shall be submitted at:

<http://www.finance.gsa.gov>

- OR -

a properly executed original invoice shall be forwarded to:

General Services Administration
Greater Southwest Region (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

If invoicing either electronically or by mail, a copy of the invoice must also be mailed to the Contracting Officer at:

GSA, Public Buildings Service
Real Estate Acquisition Division
20 North Eighth Street, 8th Floor
Philadelphia, PA 19107-3191
Attn: Steve McCombs

For an invoice to be considered proper, it must:

- ♦ Be received after the execution of this SLA,
- ♦ Reference the Pegasys Document Number (PDN) specified on this form,
- ♦ Include a unique, vendor-supplied, invoice number,
- ♦ Indicate the exact payment amount requested, and
- ♦ Specify the payee's name and address. The payee's name and address must EXACTLY match the Legal Business Name or DBA associated with it in Central Contractor Registration (CCR) for the DUNS included above.

Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

Lessor

& Government

Page 1 of 2