GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1	DATE July 14, 2009
	TO LEASE NO. GS-07B-16487	

ADDRESS OF PREMISES   6801 Dallas Street
Ft. Smith, Arkansas 72903

This agreement made and entered into this date by and between Rocky Bluff, LLC dba Standridge Development, LLC

whose address is: 103 S.E. 2nd Street
Lindsay, Oklahoma 73052

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

WHEREAS, the parties hereto desire to amend the above Lease.

The purpose of this Supplemental Lease Agreement (SLA) No. 1, to lease GS-07B-16487, is to increase the rental rate to include the increased amortized tenant improvement allowance, to increase the total tenant improvement allowance to be amortized over the firm term of the lease, to identify a lump sum payment for tenant improvement overages and to issue a notice-to-proceed (NTP) for tenant improvements in the facility to be constructed at 6801 Dallas Street, Ft. Smith, Arkansas 72903.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease dated August 22, 2008 is amended, effective upon execution by the Government, as follows:

Paragraph 3 is deleted in its entirety and the following is substituted therefore:

"3. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rate:

TERM	RATE PER RSF	MONTHLY RENT	ANNUAL RENT
Months 1 -3	$9.104396	$11,440.432500	$137,285.19
Months 4 – 120	$30.378199	$38,172.738333	$458,072.86
Months 121 - 180	$30.378199	$38,172.738333	$458,072.86

NOTE: Lessor has agreed to a shell rental abatement for months 1 through 3. Rent due for Months 1 through 3 is equal to Operating Expenses and Tenant Improvement Amortization.

Rent for a lesser period shall be prorated. The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO 4AR0075.

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: ROCKY BLUFF, LLC dba STANDRIDGE DEVELOPMENT, LLC

BY _____
(Signature)

_____ Manager
(Title)

IN PRESENCE OF

_____
(Signature)

P.O. Box 746 Lindsay, OK 73052
(Address)

UNITED STATES OF AMERICA

BY _____
(Signature)

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
819 Taylor Street, Room 5C05, Fort Worth, TX 76102
(Official Title)

Rent checks shall be made payable to:

> Rocky Bluff, LLC dba Standridge Development, LLC
> 103 S.E. 2nd Street
> Lindsay, OK 73052"

Paragraph 26 of the Lease shall be deleted in its entirety and the following substituted therefore:

"26. Total tenant improvements for this project are $529,628.00, based on requirements as outlined in the SFO No. 4AR0075 and SSA's program of requirements AND THE Building Security Amortized Costs (BSAC). The Government agrees to amortize no more than $471,435.43 (based on $34.93 per ANSI/BOMA Office Area square foot ($458,004.43) and the BSAC cost of $13,431.00), into the rent at 7.0% for 120 months which has been included in the rent in Lease Paragraph 3 as revised per this Supplemental Lease Agreement Number 1. The Government agrees to fund, via lump sum payment, all tenant improvement costs above $471,435.43 which are $58,192.57.

The Vendor receiving payment shall issue the invoice. Additionally the invoice shall include a unique invoice number and cite the following PDN number "PS0015105" [Invoices submitted without the PDN are immediately returned to the Vendor.] Invoices shall be submitted to the Greater Southwestern Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Vendors who are unable to process the invoices electronically, may mail the invoices to the following address:

> GSA, Greater Southwest Finance Center (7BCP)
> P.O. Box 17181
> Fort Worth, Texas 76102"

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- END OF SLA No. 1 -

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INITIALS

GOV'T	LESSOR
KH	