

**GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDING SERVICES**

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL  
AGREEMENT NO.  
1

DATE  
May 2, 2011

TO LEASE NO.  
GS-03B-09314

ADDRESS OF PREMISE  
Thomas Mason Building  
105 Franklin Road SW  
Roanoke, VA 24011-2300

THIS AGREEMENT, made and entered into this date by and between: 105 Franklin Associates

whose address is C/O Faison & Associates, LLC  
121 West Trade Street, 27<sup>th</sup> Floor  
Charlotte, NC 28202-5399

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 increase the square footage and amend the percentage of occupancy, annual rent, and tenant improvement allowance.

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

**A. Paragraph 1 of Standard Form 2 of the Lease is hereby deleted in its entirety and the following is substituted in lieu thereof:**

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

4,373 Rentable Square Feet (RSF) yielding 3,783 ANSI/BOMA Office Area square feet (ABOA SF) of office and related space located on the second floor at the Thomas Mason Building, 105 Franklin Road SW, Roanoke, VA 24011-2300 together with four (4) reserved structured parking spaces to be used for such purposes as determined by the General Services Administration."

This Supplemental Lease Agreement contains 3 pages.

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:

105 FRANKLIN ASSOCIATES  
By: Faison & Associates  
By: \_\_\_\_\_  
Name: \_\_\_\_\_

By:

Faison Roanoke Office Limited  
By: Faison Enterprises  
By: \_\_\_\_\_  
Name: Henry J. \_\_\_\_\_  
Title: Chairman

105 Franklin Associates  
c/o Faison & Associates  
121 West Trade Street, 27<sup>th</sup> Floor, Charlotte, NC 28202  
(Address)

Contracting Officer  
(Official Title)

**C. Paragraph 9 of the Rider to the Lease is hereby deleted in its entirety and the following is substituted in lieu thereof:**

9. The total percentage of space occupied by the Government under the terms of the lease is equal to 14.81% of the total space available in the lessor's building, and will be used as the basis for computing the Government's pro-rata share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause. The percentage of occupancy is derived by dividing the total Government space of 4,373 rentable square feet by the total building space of 29,530 rentable square feet.

**D. Paragraph 10 of the Rider to the Lease is hereby deleted in its entirety and the following is substituted in lieu thereof:**

10. For purposes of determining the base rate for future adjustments to the operating cost the Government agrees that the base rate quoted on the "Lessor's Annual Cost Statement", (GSA Form 1217) of \$4.24 per RSF is acceptable. This figure includes the Government's pro-rata share of operating costs. The Government retains the right to inspect and review the Lessor's records to verify the costs listed on the GSA Form 1217 and/or to require a certified audit report. The basis for annual operating costs escalations will be the revised U.S. All Cities Average Consumer Price Index for Wage Earners and Clerical Workers (CPI).

**E. Paragraph 11 of the Rider to the Lease is hereby deleted in its entirety and the following is substituted in lieu thereof:**

11. 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 within 120 Days after Government's Issuance of Notice to Proceed. 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 ten (10) consecutive calendar years, five (5) years firm. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement (SLA).

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, "ANSI/BOMA Office Area Square Feet" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of:

Year	Annual Shell Rent
Year 1	\$ 55,974.40
Year 2	\$ 57,093.89
Year 3	\$ 58,235.77
Year 4	\$ 59,400.48
Year 5	\$ 60,588.49
Year 6	\$ 61,800.26
Year 7	\$ 63,036.27
Year 8	\$ 64,296.99
Year 9	\$ 65,582.93
Year 10	\$ 66,894.59

Annual Cost for Parking for Years 1-10: \$3,600.00 (4 Reserved Parking Space at \$75.00 per space per month). The cost of parking is not included in the shell rental rate.

The total tenant improvement costs will be \$106,262.96 amortized in the rent at an interest rate of 6% over the firm term of five (5) years.

Initials: \_\_\_\_\_ & \_\_\_\_\_

Lessor

Government

GSA FORM 276

If the Government spends more than the TI allowance identified above, the Government reserves the right to 1) reduce the TI requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent using a 6% amortization rate for the amount above the allowance over the five year firm term.

The Government, at its election, may pay lump sum for TI. The Government retains title to all TI and the Government may remove said TI at its discretion. In the event such TI is not removed by the Government at the end of the lease term or any extension thereof, title shall rest on the Lessor and rights of restoration waived

**F. Paragraph 12 of the Rider to the Lease is hereby deleted in its entirety.**

**[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]**

Initials:

7/5  
Lessor

[Signature]  
Government

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