

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 1	DATE 7-15-09
	TO LEASE NO. GS-03B-09384	

ADDRESS OF PREMISE 820 Withers Road
Wytheville, VA 24382

THIS AGREEMENT, made and entered into this date by and between
Wytheville SSA, LLC

whose address is P.O. Box 16190
Bristol, Virginia 24209-6190

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

WHEREAS, the parties hereto desire to amend the above lease: increase usable office area square feet
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended,
Effective, July 7, 2009, as follows:

A. Paragraph 1 of the SF-2 of the Lease is hereby amended by deleting the existing text in its entirety and substituting, in lieu thereof, the following:

"1. The Lessor hereby leases to the Government the following described premises: Approximately 7,830 rentable square feet which yields a minimum of 6,757 ANSI/BOMI office area square feet of first floor and related space located in a building to be constructed at 820 Withers Road in Wytheville, Virginia, 24382 to be used for such purposes as may be determined by General Services Administration."

B. Paragraph 11 of the Rider to the Lease is hereby amended by deleting the existing text in its entirety and substituting, 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 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.

This SLA contains 2 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.

Managing Member
(Title)

UNITED STATES OF AMERICA GSA PBS, ALLEGHENY SERVICE CENTER

BY _____

Contracting Officer
(Official Title)

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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 10 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 3.6 of the lease, "ANSI/BOMA Office Area Square Feet" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of:

Years 1 Through 5

Total Rent \$26.84 per ANSI/BOMI office area square feet

Shell Rent \$13.46 per ANSI/BOMI office area square foot (BOAF),

Amortized annual cost per BOAF for Tenant Alteration Allowance*:
\$8.88 per BOAF

Interest Rate at which Tenant Alterations are amortized: 6%

Annual Cost of Services: \$4.50 per BOAF

Years 6 Through 10



Total Rent \$26.66 per ANSI/BOMI office area square feet (plus accrued CPI escalations)

Shell Rent* \$22.16 per ANSI/BOMI office area square foot (BOAF),

Amortized annual cost per BOAF for Tenant Alteration Allowance:
\$0.00 per BOAF.

Annual Cost of Services: \$4.50 per BOAF, plus accrued escalations per paragraph 3.3, Operating Costs

*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement allowance of \$38.29 per ANSI/BOMI Office Area square foot, 6,757 BOAF x \$38.29 = \$258,743.00 which is included in the rent, using 6.0% amortization rate over the firm term of five (5) years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 6.0% amortization rate."

Initials  & 
Lessor Gov't