GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES	SUPPLEMENTAL AGREEMENT	DATE
SUPPLEMENTAL LEASE AGREEMENT	No. 6	7/28/10
	TO LEASE NO. GS-03B-09384	/ /
ADDRESS OF PREMISE 130 Withers Road Wytheville, VA 24382-4095		
THIS AGREEMENT, made and entered into this date by and between Wytheville SSA, LLC		
whose address is 14812 Springview Ridge Bristol, VA 24202-4593		
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 accept the space, establish the lease term, establish the rental rate, and clarify additional items.		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, Effective, <u>July 14, 2010</u> , as follows:		
A. The Heading of this Lease is amended by deleting the existing text under the address of the premise section and substituting, in lieu thereof, the following:		
"ADDRESS OF THE PREMISE 130 Withers Lane Wytheville, VA 24382–4095		
THIS AGREEMENT made and entered into this date by and between Wytheville SSA, LLC		
whose address is:14812 Springview Ridge, Bristol, VA 24202-4593"		
B. Paragraph 2 of the Lease is hereby deleted in its entirety and replaced with the following:		
" 2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on <u>July 14, 2010</u> through <u>July 13, 2020</u> , subject to termination and renewal rights as may be hereinafter set forth."		
This SLA 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.		
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	Managin	(Title)
	14812 Sping	(Title) View Polog, BR VA 04202 (Address)
UNITED STATES OF AMERICA, GSA, PBS, ALLEGHENY SERVICE	CE CENTER	

Contracting Officer

(Official Title)

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C. Paragraph 3 of the Lease is hereby deleted in its entirety and replaced with the following:

"3. The Government shall pay the Lessor annual rent of \$181,357.88 at the rate of approximately \$15,113.15 per month in arrears for years 1 through 5 and an annual rent of \$180,141.62 (plus accrued CPI escalations) at the rate of approximately \$15,011.80 per month in arrears for years 6 through 10. Rent Checks for a lesser period shall be prorated. Rent checks shall be made electronically and shall be made payable to: Wytheville SSA, LLC, P.O. Box 16190, Bristol, Virginia, 24209-6190."

- D. Paragraph 9 of the Lease is hereby amended by deleting the existing text in its entirety and substituting, in lieu thereof, the following:
 - "9. The total percentage of space occupied by the Government under the terms of the lease is equal to 100% of the total space available in the lessor's building, and will be used as the basis for computing the Governments 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 7,830 rentable square feet by the total building space of 7,830 rentable square feet."
- E. Paragraph 11 of the Lease is hereby amended by deleting the existing text in its entirety and substituting, in lieu thereof, the following:
 - "11. 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.

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

Shell Rent: \$90,924.65/year or approximately \$13.46 per ANSI/BOMI office area square foot (BOAF),

Amortized annual cost per BOAF for Tenant Alteration Allowance*:

\$60,026.73/year or approximately \$8.88 per BOAF

Interest Rate at which Tenant Alterations are amortized: 6%

Annual Cost of Services: \$30,406.50/year or approximately \$4.50 per BOAF

Total Annual Rent: \$181,357.88/year per ANSI/BOMI office area square feet,

(payable at the rate of approximately \$15,113.15 per month in arrears)

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Years 6 Through 10

Shell Rent: \$149,735.12/year or approximately \$22.16 per ANSI/BOMI office area square foot (BOAF),

Amortized annual cost per BOAF for Tenant Alteration Allowance*: \$00.00

Annual Cost of Services: \$30,406.50 or approximately \$4.50 per BOAF, plus accrued escalations per paragraph 3.3, Operating Costs.

Total Annual Rent: \$180,141.62 per ANSI/BOMI office area square feet, (payable at the rate of approximately \$15,011.80 per month in arrears)

* 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.

The total cost of tenant improvements are \$300,276.04 of which \$258,743.00 is being amortized at the rate of 6% over the firm term of 5 years and \$41,533.04 is being paid lump sum per Supplemental Lease Agreement Number 2. The tenant improvements are hereby accepted and should be invoiced accordingly. (PS0017206)."

- F. Paragraph 12 of the Lease is hereby deleted in its entirety.
- G. Per paragraph 5.19 A 4(a) of the Lease, the Government is hereby exercising its right to require, at no additional cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met. Prior to the testing, please provide the General Services Administration (GSA) with the ASTM test procedure and calibration of the equipment. This is to ensure the testing is being performed by a qualified consultant. Once the qualifications have been deemed acceptable, you will be notified by the GSA to commence the testing of the Unisex Toilet Room, PI Room, Prep Office, MPR Conference Room, MPR (Kitchen) Room, Training Room, and the DM Office.

All other Terms and conditions of the lease shall remain in force and effect.

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GSA FORM 276 (REV. 7-67)