

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 1	DATE 12/21/11.
ADDRESS OF PREMISE Site in Oakbrooke Business and Technology Center (described in the Assignable Option to Purchase attached to the lease as Exhibit H) in Chesapeake, Virginia 23320-3706	TO LEASE NO. GS-03B-11352	
THIS AGREEMENT, made and entered into this date by and between Walsh FBI Chesapeake, LLC whose address 929 West Adams Street Chicago, IL 60607-3021 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 incorporate the Room Data Matrix, to replace the Assignable Option to Purchase Agreement, and to clarify the Occupancy Date. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon full execution, as follows: 1. The following is attached and made a part of the Lease: A. Room Data Matrix, revised 7/7/2010 [pages 3 through 16 of this SLA] 2. Lease Attachment H, Assignable Option to Purchase Agreement dated May 26, 2011 [pages 298 through 306 of the Lease], is hereby deleted in its entirety and replaced with Assignable Option to Purchase Agreement dated November 17, 2011 [pages 17 through 25 of this SLA]. All other terms and conditions of the lease shall remain in force and effect. Page 1 of 25 IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: Walsh FBI Chesapeake, LLC BY _____ IN THE _____	_____ Manager (Title) 929 W. Adams St, Chicago, IL 60607 (Address)	
UNITED STATES OF AMERICA, General Services Administration, Public Buildings Service BY _____	_____ Contracting Officer (Official Title)	

SUPPLEMENTAL AGREEMENT

No. 1

TO LEASE NO.

GS-03B- 11352

3. Paragraph 1.19, Occupancy Date, Subparagraph A, is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof:

"A. The entire office building, annex, and parking structure must be completed and ready for occupancy by August 17, 2013 (twenty-one calendar months after the lease award date of November 18, 2011). Upon delivery of the leased premises as substantially complete, the Government will prepare a "punch list" setting forth all items not essential to substantial completion and which are not yet complete. The Lessor must complete all punch list items within 30 days of receipt of said punch list. Until the date of final completion of such punch list items and acceptance thereof by the Government (the "Final Completion Date"), the Government will withhold from the monthly rental payable by the Government the amount of 5% of each monthly rental amount (the "Retainage"). The Government will pay the Retainage to the Lessor within 30 days after the Final Completion Date. In addition, the Government reserves the right to withhold from any Retainage the expenses (hourly wages x number of hours of service) incurred by Government personnel to escort the Lessor's contractors through the building."

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Lessor Gov't

ASSIGNABLE OPTION TO PURCHASE AGREEMENT

This Option Agreement (the "Agreement") is entered into effective this 17th day of November 2011, by and between **The City of Chesapeake Industrial Development Authority** ("Seller") and the United States of America, acting by and through the General Services Administration ("Government") whose regional address is 20 North 8th Street, 8th Floor, Philadelphia, PA 19107.

WHEREEAS, the Government desires to locate certain Federal agencies and related facilities within **Chesapeake, Virginia** and the Seller intends to voluntarily grant to the Government and its assigns ("The successful offeror/developer responding a Solicitation for Offers") an option to purchase the site **called Lot 16 located on Resource Row in Oakbrooke Business and Technology Center** containing approximately **10.349 acres or 450,800** square feet, and more particularly defined by the legal description, Exhibit A, (consisting of one page) and by the site plans, Exhibit B (consisting of three pages), "(the Site)" for such Federal facilities; and

WHEREAS, the Government agrees to accept the Site with (structures, fencing, etc.) in place, to be removed by the assignee, at the assignee's sole expense.

WHEREAS, the Government requires an option to purchase the Site in order to seek to develop the site and implement the lease acquisition process; and

NOW THEREFORE, in consideration of the above recitals, the mutual obligation of the parties hereto for the amount of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. GRANT OF OPTION

1.01. "Grant of Option". The Seller hereby grants to the Government or its assigns the exclusive right and option to elect, at any time during the term of the option, as defined herein, to purchase from the Seller for the price of **one million, eight hundred sixty-two thousand, eight hundred and twenty dollars (\$1,862,820.00)** adjusted at the rate of **\$180,000.00 per acre or \$4.13 per square foot** as surveyed, the indefeasible Fee Simple Title to the Site with improvements and all rights, hereditaments, easements, and appurtenances thereto, as described herein. If the Option is exercised, the Seller shall provide within 30 days after the exercise, an ALTA Land Title Survey of the Site or equivalent attesting to the actual square footage of the Site, and the purchase price as set out in this agreement is to be paid to the Seller by the successful offeror (assignee of the Government) at closing.

2. TERM

2.01. "Term of Option". This option shall commence as of the date of execution of this contract and continue in effect until **midnight, eastern standard time, March 15, 2012** and may be exercised by the Government or its assigns by delivering, mailing, or telegraphing the notice to the Seller to such effect at any time before its expiration. This option may be extended at the election of the Government, or its assigns, for an additional period of time as mutually

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agreed to by the parties upon the payment of the additional sum of TEN and no/100 DOLLARS. (\$10.00).

2.02. "Automatic Termination". If the Government fails to exercise the option in accordance with the terms of this agreement within the option period, or any extension thereof, then the option to purchase granted by this agreement shall automatically and immediately terminate without notice.

2.03. "Notices". Any notice, tender, or delivery to be given by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received upon actual receipt of same. Mail notices to the Seller and the Government shall be addressed as set forth below. Each party may change its address by written notice in accordance with this paragraph.

Seller:

Ms. Joan Fowler, Development Service Coordinator
Chesapeake Economic Development Dept.
676 Independence Parkway, Suite 200
Chesapeake, VA 23320

Government:

Mr. Dale Anderson, Deputy Regional Commissioner and Contracting Officer
U.S. General Services Administration
20 N. 8th Street, 8th Floor
Philadelphia, PA 19107

3. CLOSING CONDITIONS AND DEED

3.01. "Title Insurance". The Seller agrees to furnish, after the exercise of this option, upon the Government or its assigns' request and at the Seller's expense, an Owner's Policy of Title Insurance issued by a title company approved by the Government or its assigns in the amount of the purchase price, such policy to be in the customary form prescribed with respect to such policies in the State of Virginia

3.02. "Closing". The closing for the conveyance of the title to the Site to the successful offeror shall take place no later than **March 15, 2012**. The closing shall take place at such time and place as mutually agreed to by the parties.

3.03. "Taxes". Ad valorem taxes, if any, for the year in which the closing is held shall

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be prorated.

3.04. "Conditions". The conditions to closing are as follows:

(a) The Government or its assigns shall have had a reasonable time within which to secure and examine the evidence of title to the land. The Seller shall convey title by delivering to the Government or its assigns a good and sufficient general warranty deed conveying said land, with the hereditaments, easements, and appurtenances thereunto belonging to the Government or its assigns in indefeasible fee simple title, free from all liens and encumbrances, but subject to easements and restrictions of record, and quit claiming to the Government or its assigns all right, title, or interest which the Seller may have in the banks, beds, or water or any stream opposite to or fronting upon said land, and in any alleys, roads, street, ways, strips, gores, or railroad right-of-way abutting or adjoining said land, and in any means or ingress or egress appurtenant thereto.

(b) The Seller agrees that all taxes, assessments, and encumbrances which are a lien against the property at the time of the conveyance to the Government or its assignee shall be satisfied of record by the Seller at or before the transfer of title and, if the Seller fails to do so, the Government or its assigns may pay taxes, assessments, and encumbrances which are a lien against the property; that the amount of such payments shall be deducted from the purchase price of the property, at the request of the Government or its assigns by its authorized representative and upon payment or tender of the purchase price the Seller will execute and deliver the general warranty deed hereinabove provided for conveying to the Government or its assigns the property herein described; that it will obtain and record such evidence of title as may be required by the Government or its assigns; it being understood the Government or its assigns will pay the fee for recording the referenced deeds.

(c) The property shall be zoned appropriately for the commercial facility to be constructed on the site.

3.05. "Eminent Domain". In the event any part of the Site is taken by the City, County, State or Federal Government entity or by any entity or utility company which has the power of eminent domain, this Agreement, at the option of the Government or its assigns, may be terminated. In the event the Government or its assigns do not terminate this Agreement, either (a) the Site shall be reduced by the portion so taken and the Purchase Price shall be reduced accordingly, or (b) the Purchase Price shall remain unchanged and the Government or its assigns shall be entitled to retain all of such condemnation proceeds.

4. POSSESSION

4.01. "Possession". The Seller will deliver the Deed to the Site and possession thereof to the Government or its assigns at the Closing unless a different possession date is agreed to between parties.

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5. RISK OF LOSS

5.01. "Risk of Loss". The Seller agrees that loss or damage to the Site by fire or acts of God shall be at the risk of the Seller until the title to the Site and deed to the Government or its assigns have been accepted by the United States Government or assigns; and in the event that such loss or damage occurs, the Government or its assigns may, without liability, refuse to accept conveyance of title to the Site, in which case there shall be an equitable adjustment of the Purchase Price.

6. TESTS AND SURVEYS

6.01. "Testing". The Government, its assigns, agents, or offerors participating in the lease acquisition process of the Government, at their sole expense, shall have the right following the execution of this Agreement, subject to the rights, interest and uses made of the Property by the Seller, to enter upon the Property for the purposes of inspecting the same, making test borings, plans, topographical and boundary surveys and any other necessary inspections in connection with the contemplated use of the site. The Government, its assigns, agents, or offerors participating in the lease acquisition process at their sole expense, shall promptly restore the site to its original condition in accordance with good engineering practices.

7. TERMINATION

7.01. "Termination". If, for any reason beyond the control of the Seller, the Government, or its assigns, the parties are unable to meet the terms of this Agreement, this Agreement may be terminated by either party upon thirty (30) day written notice to the other party. It is agreed that, if the Government or its assigns shall fail to exercise this Agreement on or before the date set forth above, the amount paid to the Seller for this Option shall be forfeited to the Seller.

8. MISCELLANEOUS

8.01. "Venue". The obligations and undertakings of each of the parties to this Agreement shall be performed at **Chesapeake, Virginia**.

9. MODIFICATION

9.01. "Modification". This Agreement may be amended or modified only by a writing signed by both of the parties to this Agreement.

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IN WITNESS WHEREOF, this Option is executed the day and year first above written.

OPTIONER:

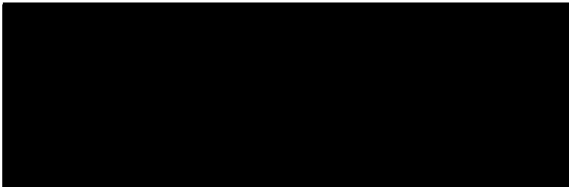
The City of Chesapeake Industrial Development Authority
676 Independence Parkway, Suite 200
Chesapeake, VA 23320

BY:



NAME: Stephen S. Telfeyan

TITLE: Chairman

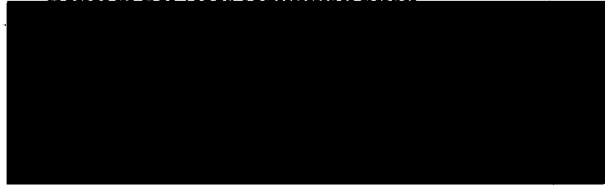


NAME: ROBERT L. RIDDLE

TITLE: SECRETARY

OPTIONEE:

United States of America
Acting by and through the
General Services Administration



NAME: _____

TITLE: _____

