

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 2 TO LEASE NO. GS-03B-11352	DATE 4/25/12.
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	PDN NO. PS0023367	

THIS AGREEMENT, made and entered into this date by and between

whose address Walsh FBI Chesapeake, LLC
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 amend the General Clauses, to establish a lump sum payment for Custom Tenant Improvements, to amend the rent structure to account for the lump sum payment for Custom Tenant Improvements, and to incorporate a revised GSA Form 3518, Representations and Certifications, into the lease.

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

- A. Paragraph 17 of GSA Form 3517B, 552.270-7 Fire and Casualty Damage (June 2008) is hereby amended by deleting the existing text and inserting in lieu thereof the following:

"If the building in which the Premises are located is totally destroyed by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Lessee a reasonable schedule for repair of the Premises within 60 days of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Lessee may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Lessee may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party. This clause shall not apply if the event of destruction or damage is caused by the Lessor's negligence or willful misconduct."

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IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR:
BY _____
IN THE PRESENCE OF _____

(Signature)

Manager

(Title)

929 West Adams St. Chicago, IL 60607

(Address)

UNITED STATES OF AMERICA, General Services Administration, Public Buildings Service
BY _____

Contracting Officer
(Official Title)

SUPPLEMENTAL AGREEMENT

No. 2

TO LEASE NO.

GS-03B-11352

- B. The total cost for tenant improvements is \$5,268,666.00. The amount of \$4,175,182.15 shall be amortized into the rent over 240 months at an interest rate of 5.16%. The remaining cost of \$1,093,483.85 will be paid to the Lessor in a lump sum payment upon acceptance of the leased space. The remittance address for the payment of the lump sum invoice is: Walsh FBI Chesapeake, LLC, 929 West Adams Street, Chicago, IL 60607-3021.

After inspection and acceptance of the work by the Government, an invoice duly executed by the Lessor for the cost of the work shall be forwarded to GSA, Greater Southwest Region (7BC), PO BOX 17181, Fort Worth, TX 76102-0181. An advanced copy of the invoice must also be sent to the Contracting Officer; upon approval of the Contracting Officer, forward to the Greater Southwest Region. The invoice must reference the Lease, Supplemental Lease Agreement, PDN number, and it must describe the work completed and the amount billed. Payment will become due within 30 days of receipt of an invoice.

- C. The fourth Subparagraph of Rider to Lease GS-03B-11352 Paragraph 13 (found at the top of page 4 of the Lease) is hereby amended by deleting the existing text and inserting in lieu thereof the following:

"Years 1 through 20:

The total annual rent of \$4,821,736.67 breaks down as follows:

Shell Rent: \$26.81 per Rentable Square Foot

Annual Rent for Amortized Tenant Improvements: \$335,096.66 per year

Interest Rate at which Tenant Alterations are amortized: 5.16%

Annual Rent for Amortized Building Specific Security: \$107,607.48 per year

Annual Cost of Services: \$6.50 per Rentable Square Foot plus accrued escalations per SFO Paragraph 4.6 "Operating Costs"

- D. GSA Form 3518, Representations and Certifications dated 12/07/2011, is attached hereto as pages 3 through 9 and made a part of this Supplemental Lease Agreement. This form shall replace the GSA Form 3518, Representations and Certification dated 4/22/11, found on pages 273 through 279 of the Lease.

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

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Initials: GD & KK
Lessor Gov't