

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 2	DATE SEP 12 2012
TO LEASE NO. GS-03B-12034		
ADDRESS OF PREMISE 106 Tech Parkway Building 5 Stafford, VA 22556-8618	PDN # PS0023549	Page 1 of 3
<p>THIS AGREEMENT, made and entered into this date by and between</p> <p style="text-align:center;">Route 610 Investments Building 5, LLC</p> <p>whose address is 400 Charles Street Fredericksburg, VA 22401-6089</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease; to establish the lease term, to establish the annual rental payments, to accept the tenant improvement build out that is amortized in the rent, and to establish the lump sum payment to the Lessor.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, Effective August 14, 2012, as follows:</p> <p>A. Paragraph 2 of the Standard Form 2 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:</p> <p>"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 14, 2012 through August 13, 2022, subject to termination and renewal rights as may be hereinafter set forth."</p> <p>B. Paragraph 3 of the Standard Form 2 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:</p> <p>"3. For the period beginning August 14, 2012 through August 13, 2017, the Government shall pay the Lessor annual rent of \$845,736.55, at a rate of \$70,478.04 per month in arrears. For the period beginning August 14, 2017 through August 13, 2022, the Government shall pay the Lessor annual rent of \$904,184.85, at a rate of \$75,348.74 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:</p> <p style="text-align:center;">Route 610 Investments Building 5, LLC 400 Charles Street Fredericksburg, Virginia 22401-6089."</p> <p>C. Paragraph 4 of the Standard Form 2 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:</p> <p>"4. The Government may terminate this lease, in whole or in part, by giving at least ninety (90) calendar days notice in writing to the Lessor at any time on or after August 14, 2017, and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."</p> <p>All other terms and conditions of the lease shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p> <p>LESSOR: ROUTE 610 INVESTMENTS BUILDING 5, LLC</p> <p>BY <u>400 CHARLES ST, FRED, VA. 22401</u> (Address)</p> <p>IN PRESENCE OF <u>400 Charles ST Fred, VA 22401</u> (Address)</p> <p>UNITED STATES OF AMERICA, Public Buildings Service</p> <p>BY <u>Contracting Officer</u> (Official Title)</p>		

D. Paragraph 12 of the Rider to the Lease GS-03B-12034 is hereby deleted in its entirety and the following is inserted in lieu thereof:

"12. Rental shall be paid in accordance with Paragraph 4.1 of the Lease, 'Measurement of Space,' and Paragraph 27 General Clauses, GSA Form 31517, 'Payment' based on the following schedule:

August 14, 2012 through August 13, 2017:

Shell Rent:	\$551,458.40	(\$21.04 per ABOA)
Annual Cost of Services*:	\$175,082.80	(\$ 6.68 per ABOA)
Amortized Annual Cost for TI Allowance:	\$119,195.35	
Parking:	\$ 0.00	
Gross Annual Rental**:	\$845,736.55	

August 14, 2017 through August 13, 2022:

Shell Rent:	\$609,906.70	(\$23.27 per ABOA)
Annual Cost of Services*:	\$175,082.80	(\$ 6.68 per ABOA)
Amortized Annual Cost for TI Allowance:	\$119,195.35	
Parking:	\$ 0.00	
Gross Annual Rental**:	\$904,184.85	

*Annual Cost of Services is adjusted each year in accordance with Paragraph 4.3 of the Lease entitled "OPERATING COSTS (SEP 2009)."

**Gross Annual Rental will change each year on the anniversary date of the Lease as a result of the Cost of Services adjustment.

The parties agree that the actual amount of Tenant Improvements (TI) spent for construction was **\$998,429.18**. The cost of the construction and installation of the Tenant Improvements to the Leased premises above the base building shell includes the following: the cost of all alterations outlined in the design intent drawings and construction drawings for the interior office space, the preparation of the construction drawings, all approved Change Orders, and construction administration. Of that amount, **\$917,350.00** will be amortized over years at an interest rate of 5.45%. The remaining balance of **\$81,079.18** shall be paid to the Lessor in one-time lump sum payment.

The Government shall reimburse the Lessor a one-time lump sum payment in the amount of **\$467,935.00** for Building & Site-Specific security.

The total lump sum payment due to the Lessor equals **\$549,014.18**, and it shall be paid to the Lessor in adherence to the stipulations outlined in Paragraph F. below."

E. The cost for the construction and installation of the Tenant Improvements detailed above includes the following change orders , which were issued after the original Notice to Proceed for Tenant Improvements was issued via SLA #1:

CO 001 - [REDACTED]	[REDACTED]
CO 002 - Systems Furniture Electrical Changes	[REDACTED]
CO 005 - Ceiling Receptacles for Projector	[REDACTED]
CO 007 - Cable TV changes	[REDACTED]
CO 009 - [REDACTED]	[REDACTED]

INITIALS:

LESSOR TJW

U.S. GOVERNMENT

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F. The Lessor shall send an advanced faxed copy of the invoice GSA at (215) 446-6193 for review and approval. Upon approval by the Contracting Officer, the Lessor must submit the properly executed invoice directly to the GSA Finance Office electronically at:

<http://www.finance.gsa.gov>

-OR-

a properly executed original invoice shall be forwarded to:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoices must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Joe Beck
20 North 8th Street
8th Floor, Philadelphia, PA 19107

For an invoice to be considered proper, it must:

- 1) be received after the execution of this SLA,
- 2) reference Pegasys Document Number (PDN) PS0023549,
- 3) include a unique, vendor-supplied, invoice number,
- 4) indicate the exact payment amount requested, and
- 5) specify the payee's name & address. Payee's name and address must EXACTLY match the Lessor's name & address listed above.

INITIALS:

LESSOR _____

U.S. GOVERNMENT _____

